

# EMPLOYEES COMPENSATION INSURANCE POLICY

## POLICY WORDING

WHEREAS the Insured by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to SBI General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter contained for the Business described in the Schedule and has paid or agreed to pay the premium stated in the Schedule as consideration for such insurance.

NOW THIS POLICY WITNESSETH, subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance any Employee of the Insured shall sustain Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then the Company shall indemnify the Insured upto the Limit of Indemnity against all sums for which the Insured shall be soliable, including costs and expenses for defending any claim for such compensation incurred with the Company's consent.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefor, this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

### DEFINITIONS

This Policy, the Schedule and any Clauses thereon shall be considered one document and any word or expression to which specific meaning has been attached in Definitions bears that specific meaning wherever it appears in this Policy in bold typeface.

- a) **Business** means the Business of the Insured as specified in the Schedule in respect of which this Policy is issued.
  - b) **"Complaint" or "Grievance"** means written expression (includes communication in the form of electronic mail or other electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale of an insurance policy or related services by insurer and/or by distribution channel.
  - c) **"Distribution Channels"** include insurance agents and intermediaries or insurance intermediaries and any persons or entities authorised by the Authority to involve in sale and service of insurance policies.
  - d) **Employee or Employees** means such person or persons in direct employment under the Insured in the Business, but shall not include any person employed under a Contractor or Sub-Contractor of the Insured unless specifically shown as covered in the Schedule and by an endorsement.
  - e) **Injury** means physical bodily injury including death resulting from such Injury arising out of an accident but does not include any mental sickness, disease, Occupational Disease, unless caused by such physical bodily injury.
  - f) **Insured** means the person or organization specified in the Policy Schedule but does not include their Contractors or Sub Contractors.
  - g) **Limit of Indemnity** means the maximum amount of indemnity as specified in the Schedule that will be provided under this Policy by the Company in respect of
    - a) any particular claim by an Employee and
    - b) all claims arising out of all accidents for any number of Employees during the Period of Insurance.
  - h) **"Mis-selling"** means sale or solicitation of policies by the insurer or through distribution channels, directly or indirectly by
    - a) exercising undue influence, use of dominance position or otherwise; or
    - b) making a false or misleading statement or misrepresenting the facts or benefits, or
    - c) concealing or omitting facts, features, benefits with respect to products, or
    - d) not taking reasonable care to ensure suitability of the policy to the policyholders.
- I) **"Proposal form"** means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.

### Explanation:

- (I) **"Material Information"** for the purpose of these regulations shall mean all important, essential and relevant information and documents explicitly sought by insurer in the proposal form.
- (ii) The requirements of "disclosure of material information" regarding a proposal or policy, apply both to the insurer and the prospect.
- j) **"Solicitation"** means the act of approaching a prospect or a policyholder by an insurer or by a distribution channel with a view to persuade the prospect or a policyholder to purchase or to renew an insurance policy.
- k) **Schedule** means the Schedule attached to and forming part of this Policy.
- l) **Occupational Disease** means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees' Compensation Act. 1923 contracted by an Employee due to employment in the Business.
- m) **Wages** means the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of a employee towards any pension or provident fund or a sum paid to a employee to cover any special expenses entailed on him by the nature of his employment;
- n) **Period of Insurance** means the period for which this insurance is availed by the Insured as specified in the Schedule, unless cancelled earlier.
- o) **"Unfair trade practice"** shall have the meaning ascribed to such term in the Consumer Protection Act, 2019, as amended from time to time.
- p) **Salvage** The amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.
- q) **We, Us, Our, Insurer, Company:** The SBI General Insurance Company that has provided Insurance Cover under this Policy of the Company.
- r) **You, Your, Insured** Means The Insured Person/s who has/have purchased Insurance Cover under this Policy.

## EXCLUSIONS

This Policy shall not cover liability of the Insured:

- a) For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) Accidents occurring at any other place than the Place or Places of Employment specified in the Schedule, unless the Employee was at such other place whilst on duty for the purpose of Business and on the directions of the Insured or any of its official authorised to exercise control and supervision over the Employee.
- c) For Occupational Diseases contracted by an Employee
- d) For interest and/or penalty imposed on the Insured under any law or otherwise.
- e) Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee
- f) For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Schedule
- g) For Injury sustained by person whilst in the employ of the Insured otherwise than in the Business and/or who has not been declared for insurance under this Policy.
- h) Assumed by agreement which would not have attached in the absence of such agreement
- i) For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- j) For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
- k) For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

## CONDITIONS

- 1. THE CONTRACT:** This Policy and the Schedule shall be read together as one contract and any word defined herein and shown in bold shall bear such specific meaning wherever it may appear in the Policy or the Schedule.
- 2. DUE OBSERVANCE:** The due observance and fulfilment of the terms, conditions and endorsements of this Policy so far as they relate to anything to be done or not to be done by the Insured shall be condition precedent to any liability of the Company to make any payment under this Policy.
- 3. MIS-REPRESENTATION/NON-DISCLOSURE:** This Policy shall be void in the event of any mis-representation or non-disclosure in the Proposal and the Insured is deemed to warrant the truth and accuracy of the statements and answers in the Proposal which form the basis of this Policy.
- 4. WRITTEN COMMUNICATION:** Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- 5. SAFEGUARDS:** The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the Business.

**6. CLAIM INTIMATION:** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible, and in any case within a period of thirty days of such occurrence, give notice thereof to the Company in writing with full particulars. Every letter claim writ summons and process shall be notified to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.

**7. COMPANY'S RIGHTS AFTER LOSS:** No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

**8. DECLARATION OF EMPLOYEES & WAGES:** It is clearly agreed and Understood that the Insured shall be bound at all times to declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated.

In case of increase in Employees or Wages subsequent to insurance, Insured shall keep the Company

The Insured shall as and when required by the Company permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof if so required the Company.

9. **AVERAGE:** Notwithstanding anything contained hereinabove,
  - (i) If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall be indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident.
  - (ii) If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual wages paid during such period to determine applicability of this clause.
  - (iii) If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.
  - (iv) If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.

**10. MAINTENANCE OF RECORD OF EMPLOYEES/WAGES:** The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.

**11. CONTRIBUTION:** If at the time of the happening of an accident covered by this Policy there shall be any other insurance covering the same risk in respect of the Employee whether or not effected by the Insured, then the Company shall not be liable to contribute more than its rateable proportion of the amount that would otherwise be payable under this Policy.

## 12. CANCELLATION:

### 1. Cancellation by Insured

- Insured can cancel this Policy at any time during the policy period by giving the Company notice in writing, in such case, The Company shall
  - Refund the proportion premium for unexpired policy period, if the period/term of the policy is up to one year and there is no claim(s) made during the policy period.
  - refund premium for the unexpired policy period, in respect of policies with the policy period/term more than one year and the risk coverage for such policy years has not commenced.

### 2. Cancellation by Company:

The Company will cancel the policy with 7 days' notice period only on grounds of established fraud and in such case no refund shall be made to Insured.

**13. FORFEITURE:** If the Insured shall make any claim or connive in the making of any claim, knowing the claim to be false or fraudulent, the Policy shall become void and all claims will stand forfeited.

**14. LAW AND JURISDICTION:** It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised a competent court of India. All claims shall be paid in Indian Rupees only.

## GRIEVANCE REDRESSAL PROCEDURE

If you may have a grievance that requires to be redressed, you may contact us with the details of the grievance through

### Stage 1

If you are dissatisfied with the resolution provided above or for lack of response, you may write to [head.customer care@sbigeneral.in](mailto:head.customer care@sbigeneral.in). We will look into the matter and decide the same expeditiously within 14 days from the date of receipt of your complaint. Toll free number 1800 102 1111 (Available 24/7); For agents and intermediaries 1800 22 1111 (Available 24/7).

### Stage 2

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may send your Appeal addressed to the Grievance Redressal Officer at: [gro@sbigeneral.in](mailto:gro@sbigeneral.in) or contact at 022-45138021.

List of Grievance Redressal Officers at Branch: Our branch Grievance Redressal Officer's list is available at the link:

<https://content.sbigeneral.in/uploads/0449cac1bcd144bbb160d3f6b714fbcd.pdf>

### Stage 3

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may register your complaint with IRDAI on the below given link:

<https://bimabharosa.irdai.gov.in/Home/Home>

### Stage 4

If your grievance remains unresolved from the date of filing your first complaint or is partially resolved, you may approach the Insurance Ombudsman falling in your jurisdiction for redressal of your grievance. The details of the Insurance Ombudsman can be accessed at <https://www.cioins.co.in/Ombudsman>

You may approach the nearest Insurance Ombudsman for resolution of the grievance. Please refer the Annexure I for more information on ombudsman offices & contact information.