

EMPLOYEE'S COMPENSATION INSURANCE POLICY

PROSPECTUS

1. Scope of Cover

Table 'A' - Indemnity against legal liability to all employees (whether or not coming within the definition of the term Workmen) under the W.C.Act 1923 and subsequent amendment to the said Act prior to the date of issue of the policy, the Fatal Accidents Act, 1855 and at Common Law."

Table 'B' - Indemnity against legal liability under the Fatal Accidents Act, 1855 and Common Law.

2. Extensions under the Policy

1. Occupational Disease

The insurance under table "A" can be extended by charging an additional premium to cover Occupational Diseases which the Insured might suffer from during his/ her course of employment.

2. Medical Expenses

Option I: Customer has an option to cover actual medical, surgical and hospital expenses including the cost of transport to hospital for accidental employment injuries under the Policy on payment of additional premium.

Option II: The customer has an option to limit the medical expenses:

Sr. No.	Limit per case (in ₹)
1.	₹ 10000
2.	₹ 25000
3.	₹ 50000
4.	₹ 100000
5.	₹ 200000
6.	₹ 300000

3. Cover for Contractors' Employees

The cover under this extension shall be extended to cover the legal liability of the Insured to employees in the employment of Contractors performing work for the Insured while engaged in the business and occupations in respect of which the Policy is taken.

4. Terrorism



The cover under this extension shall be extended to cover the loss or damage caused by an act of terrorism.

7. Exclusions

The Company shall not be liable under the Policy in respect of:

- 1. 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.
- 2. Accident 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 the Business and on the directions of the Insured or any of its official authorized to exercise control and supervision over the Employee.
- 3. For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless this exclusion is specifically waived by the Company and mentioned in the Policy Schedule.
- 4. For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.
- 5. For Occupational Diseases contracted by an Employee unless endorsed otherwise.
- **6.** For interest and/or penalty imposed on the Insured under any law or otherwise.
- 7. Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee unless endorsed otherwise
- **8.** For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Schedule
- **9.** For Injury sustained by person whilst in the employ of the Insured otherwise than in the Business and/or who has is not declared for insurance under this Policy.



- 10. Assumed by agreement which would not have attached in the absence of such agreement
- 11. 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.
- **12.** For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
- 13. For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental lnjury.

8. Conditions under the Policy

1. Terms of Insurance:

All policies are to be issued for 12 months except that

- a. Policies may be issued for a period in excess of 12 months where an additional odd period is required to make a policy renewable on a particular date to meet the convenience of the Insured.
- b. Policies may be issued for a period less than 12 months in cases of specific contracts or work which will be completed in less than 12 months provided policies be written for the period involved.

2. Cancellation:

You or we may cancel this policy by sending at least 15 days written notice to the other party and in such event the premium shall be adjusted in accordance with condition that the Insured shall be bound at all times to declare all Employees and Wages payable.

In case of increase in Employees or Wages subsequent to insurance, you shall keep us informed and obtain endorsement by payment of necessary additional premium.

3. Renewal:

The Policy will terminate at the expiration of the period for which premium has been paid.

The Policy shall be renewable by the payment in advance of the total premium which shall be premium rate in force at the time of renewal.

In case of a Claim under the policy, the renewal premium may be loaded by up to 200% depending on nature of claims. Above loading shall also be applicable on all subsequent renewals.



9. Claims Procedure

1. Claim Intimation:

In the unfortunate event of any loss or damage to the insured property resulting into a claim on this policy, please intimate the mishap IMMEDIATELY to our Call Centre at Toll Free Numbers on 1-800-22-4030 (for MTNL/BSNL users) or 1-800-102-4030 (other users) or on chargeable numbers at +91-22-26748600 / +91-22-41582900 / +91-22-41582999 or email at <u>contactclaims@universalsompo.com</u>. Please note that no delay should be allowed to occur in notifying a claim on the policy as the same may prejudice liability.

2. Submission of documents:

Details as given in claim form should be submitted to the Company with a period of 30 days from date of intimation.

- Original Bills (including but not limited to pharmacy purchase bill, consultation bill, diagnostic bill and any attachments thereto like receipts or prescriptions in support of any amount claimed)
- All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries.
- A precise diagnosis of the treatment for which a claim is made.
- Death certificate or post motem report in the event of death
- A detailed list of the individual medical services and treatments provided and a unit price for each.

3. Claim Documents:

You must submit any or all of the document(s) as requested by us for settling your claim within 30 days from date of intimating the claim.

For all your service requests e-mail us at com/contactus@universalsompo.com

PROHIBITION OF REBATE -- Section 41 of the Insurance Act 1938

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer

Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to ten lakhs rupees



Please note: The prospectus contains only an indication of cover offered, for complete details on terms, conditions, coverages and exclusions please get in touch with us or our agent and read policy wordings carefully before concluding a sale. Insurance is a subject matter of solicitation.

Universal Sompo General Insurance Co. Ltd., Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Cloud City Campus; Gut no 31, Mouje Elthan, Thane Belapur Road, Airoli, Navi Mumbai–400708, Toll Free Numbers: 1-800-224030 (For MTNL/BSNL users) or 1-800-1024030.