

POLICY WORDING

YOUR POLICY IN DETAIL



EMPLOYEES COMPENSATION INSURANCE POLICY - RETAIL

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 Edelweiss 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 or Employees 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 up to the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any such claim 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 a specific meaning has been attached in Definitions bears that specific meaning wherever it appears in this Policy in bold typeface.

1. Business means the Business of the Insured as specified in the Schedule in respect of which this Policy is issued.

2. 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.

3. Insured means the person or organization specified in the Policy Schedule but does not include their Contractors or Sub Contractors.

4. 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.

5. 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 an Employee towards any pension or provident fund or a sum paid to an Employee to cover any special expenses entailed on him by the nature of his employment;

6. 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.

7. Schedule means the Schedule attached to and forming part of this Policy.

8. Period of Insurance means the period for which this insurance is availed by the Insured as specified in the Schedule, unless cancelled earlier.

9. 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.

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) 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;

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 is not 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.

SPECIFIC EXCLUSION:

It is hereby understood and agreed that this Policy shall neither apply to nor cover any actual or alleged liability whatsoever against any claim(s) in respect of loss(s), directly or indirectly, arising out of, resulting from or in consequence of asbestos, in whatever form or quantity. This exclusion shall be applicable regardless of whether this Policy extends to covers against occupational diseases or not.

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 once 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 its name the defence or settlement of any claim or to prosecute in its 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 and 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 intimated and obtain Endorsement by payment of necessary additional premium.

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) a) 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 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.

b) 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.

c) 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.

(ii) 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: The Company or the Insured may cancel this Policy by sending at least 15 days' written notice to the other party at its last known address and in such event, the premium shall be adjusted in accordance with Condition 8 above.

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. Arbitration:

a) If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) in respect of any claim, such difference shall, independently of all other questions, be referred to the decision of a sole arbitrator to

be appointed, in writing, by the parties or if they cannot agree upon a single arbitrator, to a panel of three arbitrators to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be governed by Indian law. The venue of arbitration shall be within India.

b) It is clearly agreed and understood that no reference to arbitration can be made if the Company has either not admitted or has disputed liability in respect of any claim under or in respect of this Policy.

c) In the event that these arbitration provisions shall be held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

d) It is further expressly agreed and declared that if the Company shall disclaim liability in respect of any claim and is not, within 12 calendar months from the date of such disclaimer, made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall, for all purposes, be deemed to have been abandoned and shall not, thereafter, be recoverable hereunder.

15. Law and Jurisdiction: It is hereby declared and agreed that this contract of insurance and all claims there under shall be governed by Indian laws and any legal proceedings in respect thereof shall be raised in a competent court of India. All claims shall be paid in Indian Rupees only.



ENDORSEMENT WORDINGS

Coverage for Medical Expenses

Policy No.:

Name of the Insured:

In consideration of the payment of an additional premium, it is hereby understood and agreed that this Policy is extended to cover Insured's liability towards medical expenses for treatment of Injury arising out of accident in respect of which indemnity granted under this Policy otherwise applies.

Provided always that the liability of the Company under this endorsement shall be limited to ₹ _____ in respect of each Employee per accident and the aggregate liability of the Company for all accidents during the Period of Insurance to ₹ _____.

For the purpose of this endorsement only, Definitions is modified and amended to add the following:

Medical expenses mean reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

Subject to otherwise to the terms, provisions and conditions of the within Policy.

Signed for and on behalf of Edelweiss General Insurance Company Limited, as on this date

For Edelweiss General Insurance Company Limited

Authorised Signatory

Cover for Occupational Diseases

Policy No.:

Name of the Insured:

In consideration of the payment of additional premium, it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured towards its Employees for Occupational Diseases solely and directly contracted due to employment under the Insured in the Business in respect of which the Policy is granted.

Provided always that the liability of the Company under this endorsement shall be limited to ₹ _____ in respect of each Employee and the aggregate liability of the Company for all Employees during the Period of insurance to ₹ _____.

Subject otherwise to the terms, conditions and exclusions of the Policy.

Signed for and on behalf of Edelweiss General Insurance Company Limited, as on this date

For Edelweiss General Insurance Company Limited

Authorised Signatory

Cover for Contractor's Workers/ Employees

Policy No.:

Name of the Insured:

In consideration of the payment of an additional premium, it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured towards Employees in the employment of Contractors performing work for the Insured, while engaged in the Business in respect of which the Policy is granted, but only so far as regards claims under the Employee's Compensation Act, 1923, and subsequent amendments to the said Act prior to the date of issuance of this Policy.

1. Contractor's Name:

Registered Address:

Sr. No.	Description of work done by Employees	Declared Number of Employees	Declared Wages/Contract Value during the Period of Insurance	Place(s) of Employment
1				
2				

2. Contractor's Name:

Registered Address:

Sr. No.	Description of work done by Employees	Declared Number of Employees	Declared Wages/Contract Value during the Period of Insurance	Place(s) of Employment
1				
2				

Subject otherwise to the terms, conditions and exclusions of the Policy.

Signed for and on behalf of Edelweiss General Insurance Company Limited, as on this date

For Edelweiss General Insurance Company Limited

Authorised Signatory



GRIEVANCE MECHANISM

Any Grievance of the Complainant sent in a written communication to the Company at any of the touch points as mentioned, shall be addressed within 14 days of the receipt of the complaint.

Escalation Matrix:

Step 1

Call: 1800 12000

Email: support@edelweissinsurance.com

Step 2

If the response is not as per Complainant's expectations he/she may contact the Grievance Cell at the below touch-points:

- Email: grievance@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 3

If the response is not as per Complainant's expectations he/she may contact the Company's Grievance Redressal Officer at:

- Email: grievanceofficer@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

Step 4

If the Complainant is not still not satisfied with the response or does not receive a response from the Company within 14 days, the Complainant may approach the Grievance Cell of the IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255; Email ID: complaints@irda.gov.in
- Register online at: <http://www.igms.irda.gov.in/>
- Address for communication for complaints by fax/paper: Consumer Affairs Department, Insurance Regulatory and Development Authority of India Sy. No. 115/1, Financial District, Nanakramguda, Gachibowli Hyderabad - 500032

Step 5

If the complaint/grievance has still not been resolved, the Complainant may approach the Office of the Insurance Ombudsman established by the Central Government of India

as per Rule 13 and Rule 14 of the Insurance Ombudsman Rules, 2017 ('Ombudsman Rules').

The following complaints can be lodged with the Insurance Ombudsman:

1. Any partial or total repudiation of claims by an insurer;
2. Any dispute in regard to premium paid or payable in terms of the policy;
3. Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
4. Delay in settlement of claims;
5. Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 14 of the Ombudsman Rules:-

1. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
2. The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.
3. No complaint to the Ombudsman shall lie unless:
 - the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;
 - the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
 - the complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.



Ombudsman and Addresses

Mentioned below are contact details of Ombudsman:

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email:- bimalokpal.ahmedabad@ecoi.co.in	State of Gujarat, Union Territory of Dadra & Nagar Haveli & Union Territory of Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@ecoi.co.in	State of Karnataka
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202, Fax:- 0755-2769203 Email:- bimalokpal.bhopal@ecoi.co.in	States of Madhya Pradesh and Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455, Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@ecoi.co.in	State of Odisha
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/ 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana, Himachal Pradesh, Union Territory of Jammu & Kashmir, Union Territory of Ladakh and Union Territory of Chandigarh
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 , Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry)
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23232481/23232481 Email:- bimalokpal.delhi@ecoi.co.in	State of Delhi
ERNAKULAM Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam – 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulam@ecoi.co.in	State of Kerala, Union Territory of Lakshadweep and Mahe, a part of Puducherry
GUWAHATI Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2632204 / 2602205 Email:- bimalokpal.guwahati@ecoi.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040- 67504123 / 23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@ecoi.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of Puducherry

CONTACT DETAILS	JURISDICTION
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@ecoi.co.in	State of Rajasthan
KOLKATA Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340, Fax:- 033-22124341 Email:- bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Bihar, Sikkim and Union Territory of Andaman and Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331, Fax:- 0522-2231310. Email:- bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022- 26106552/ 26106960, Fax:- 022-26106052 Email:- bimalokpal.mumbai@ecoi.co.in	State of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Budh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email:- bimalokpal.noida@ecoi.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email:- bimalokpal.patna@ecoi.co.in	States of Bihar and Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -41312555 Email:- bimalokpal.pune@ecoi.co.in	State of Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region