



**The Oriental Insurance Company Limited**  
 Head Office: A 25/27, Asaf Ali Road, New Delhi -110002

### **EMPLOYEES COMPENSATION INSURANCE**

**WHEREAS** the insured carrying on the Business described in the Schedule and no other for the purpose of his insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

**NOW THIS POLICY WITNESSETH** that if any time during the period of insurance any employee in the insured's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the insured in the Business and if the Insured shall be liable to pay compensation for such injury either under, the Laws (s) set out in the Schedule

or at

Common Law

Then subject to the terms, exception and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

**PROVIDED ALWAYS** that in the event of any changes in the law(s) or the substitution of other legislation thereof 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

### **EXCEPTIONS**

1. The Company shall not be liable under this Policy in respect of
  - (a) any injury by accident or disease, directly 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.
  - (b) the insured's liability to employees of contractors to the insured.
  - (c) any liability to the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

(d) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

(e) any compensation for disease mentioned in part "C" of Schedule III of the Workmen's compensation Act, 1923, which have been brought within the scope of that Act by the Workmen's Compensation (Amendment) Act, 1984 and subsequent amendments, unless the same is covered by paying additional premium.

#### **ENDORSEMENT**

It is hereby understood and agreed that the cover provided under this policy shall not extend to indemnify the Insured / Insured's in respect of any interest and/or penalty which may be imposed on him/them on account of his/their failure to comply with the requirements laid down under the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act.

#### **CONDITION**

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this policy shall delivered in writing to the Company.
3. Every notice for communication to be cautious to prevent accidents and disease and shall comply with all Statutory obligations.
4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the shall insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
5. 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 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 behalf 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.
6. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on

which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

7. The Company may at any time, cancel this Policy (on grounds of fraud, moral hazard, misrepresentation or non-co-operation), by sending the Insured Thirty days notice by registered post at the Insured's last known address. In such event, refundable premium shall be adjusted in accordance with Condition 6 and refund of pro-rata premium for un-expired policy period shall be made to the Insured.

The Insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's short period rate only (table given below) provided no claim has occurred during the policy period up to date of cancellation.

<u>Period on Risk</u>	<u>Rate of premium to be charged</u>
Up to 1 Month	1/4th of the annual rate
Up to 3 Months	1/2 of the annual rate
Up to 6 Months	3/4th of the annual rate
Exceeding 6 months	Full annual rate

8. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) 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 thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators or umpire of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of Law, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. The due observance and fulfillment of 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 and the truth of the statements and answer in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **NOTICE TO THE INSURED**

Neither alteration in the terms and conditions of this Insurance nor any endorsement hereon will be held valid unless the same is recognized and initialed by an Official of the Company. No renewal receipts are valid unless they are on the printed office form and under signature of a duly authorized agent.

### **WARRANTY**

In the event of any change in the Workmen's Compensation Legislation referred to herein or the substitution of other Legislation thereof the Policy shall remain in force but the liability of the Company there under shall in respect of any claim under any such Legislation be limited to the payment of such sum as the Company would have been liable to pay if the Legislation specifically referred to in this Policy and remained unaltered.

"in case of this Policy Document, in the event of any dispute arising or the matter being referred to for arbitration or being taken to a court of Law for any reason whatsoever, the English wording being the originally drafted wording laid down by the Tarrif Advisory Committee will hold good."