

EMPLOYEES COMPENSATION INSURANCE - RETAIL

PROSPECTUS

INTRODUCTION

Universal Sampo General Insurance Company introduces Employee Compensation Insurance to 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.

Indemnity against legal liability under the Fatal Accidents Act, 1855 and Common Law.

WHO CAN TAKE THIS POLICY

Any Employer/Contractor can take this Policy for his Employee

COVERAGE

EC Policy covers injury by accident arising out of and in the course of employment in the business. This product provides for two forms of liability insurance:

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.

EXCLUSIONS

This Policy shall not cover liability of the Insured:

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 Injury.

ADD ON COVER'S

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.

ELIGIBLE DISCOUNTS

Insured will be eligible for maximum discounts on premium. Criteria for such discount may include but not limited to the following:

- Past Claims experience of the risk
- Fire Protection Systems
- Distance from public fire brigade
- Risk Terrain
- Electrical Installations
- In-house practices & labor welfare measures
- Medical Facilities

GENERAL 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. Written Communication:** Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- 4. 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.
- 5. 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 descretion 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. 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 require 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.

7 Average: Notwithstanding anything contained hereinabove,

- 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.

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.

- 8. 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.
- 9. 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.

Below Warranty will be applied in case multiple policies involving Bank or other lending or financing entity

Warranted that in case there is more than one insurance policy issued to the customer/

policyholder covering the same risk, contribution clause stands deleted. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

- 10. Cancellation:** You can cancel the policy at any time during the term, by informing the Company. In case You cancel the policy, you are not required to give reasons for cancellation. In such case of cancellation, the Company will refund proportional premium for unexpired policy period and there is no claim(s) made during the policy period.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.

- 11. 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.

12. Arbitration:

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. (This clause does not apply to policies bought by individuals)

- 13. 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.

- 14. Renewal:** This Policy will terminate at the expiration of the period for which premium has been paid or on the Policy End Date shown in the Proposal Form and Schedule, whichever is earlier.

The Policy may be renewed with Our consent by the payment in advance of the total premium specified by Us, which premium shall be at Our premium rate in force at the time of renewal. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.

CLAIM PROCEDURE

The claim would be admissible as per the coverages and the exclusions mentioned in the policy wordings

Claim Intimation

In the event of any circumstances likely to give rise to a claim insured must follow the following.

- a. Reporting and Lodging of complaint with the local police immediately for the loss due to Terrorism /Burglary / Theft / involvement of any third party / injury or casualty/ malicious act.
- b. Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- c. Intimate us as soon as reasonably possible. Notice of claim and registration shall be done at our Toll Free Number: 1800-22-4030 or 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsampo.com>.
- d. While notifying your claim, please share your
 - 1) policy number under which you prefer to lodge your claim,
 - 2) date of loss,
 - 3) place of loss,
 - 4) cause of loss
 - 5) estimate of your loss.
 - 6) Details of contact person with mobile no. and e- mail ID.
- e. Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor /investigator appointed.
- f. Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

Followed by notification of a claim, insured is expected to follow the following procedures.

- a. Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- b. Insured shall not dispose / throwing away /selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- c. Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.
- d. Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- e. After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.
- f. Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.
- g. Post notification of a claim, Insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if insured fails to respond for the basic details within the defined time limit, the claim preferred by insured would be repudiated as " Loss was not established

Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

- a. Claim Form duly filled in & signed.
 - b. Statement of Wages
 - c. Wages register
 - d. Muster Roll
 - e. Death certificate
 - f. Post Mortem report
 - g. FIR copy/Final report
 - h. Panchnama
 - i. All medical papers
 - j. Attested copy of statements of witness, if any lodged with police authorities (if any)
 - k. Photographs if possible, as per incidence of claim
 - l. Certificate confirming relationship between employee and employer
 - m. Confirmation- Accident during employment and in the course of employment
 - n. Investigation Report
 - o. Copy of summons/Intimation to WC court
 - p. Copy of Award given by WC court
- **Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/ building on reinstatement basis)**
 - a. The Surveyor shall be appointed within 24 hours from the intimation.
 - b. The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.
 - c. The Surveyor shall share its reminders emails/letter after 05 days from the date of last mail in case the documents has not been submitted.
 - d. The Insurance Company to obtain survey report within 15 days from the date of appointment.
 - e. Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.
 - **Escalation Matrix**

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

Notice and Claims:

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to:

Universal Sampo 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 or
1 - 800 – 2004030
- **Landline Numbers:** (022) - 27639800 or (022) - 41582900 or (022) - 41582999 or (022) - 39133700 (Local Charges Apply)
- **E-mail Address:** contactus@universalsompo.com. Fax Numbers: (022) 41582929 or (022) 41582939

Note: Please include your policy number for any communication with us.

Grievance

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

➤ Step 1

a. Contact Us

1-800-224030/1-800-2004030

b. E-mail Address: Contactus@universalsompo.com

c. Write to us Customer Service Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

d. Senior Citizen Number: 1800 267 4030

➤ Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsompo.com

Drop in Your concern

Grievance Cell: Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.

- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

➤ **Step 3:**

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email : gro@universalsampo.com

For updated details of grievance officer, kindly refer the link

<https://www.universalsampo.com/resource-grievance-redressal>

➤ **Step 4.**

Bima Bharosa Portal link: <https://bimabharosa.irdai.gov.in/>

Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <https://www.cioins.co.in/Ombudsman>

Note: Grievance may also be lodged at IRDAI <https://bimabharosa.irdai.gov.in/>

The contact details of the Insurance Ombudsman offices are as below-

Information about Us

- **Universal Sampo General Insurance Company Limited**
- Address Web: www.universalsampo.com.
- E-mail: contactus@universalsampo.com
- **Customer Service:** Toll Free Numbers: 1800-200-4030/ 1800-22-4030
- Registered & Corp Office: Universal Sampo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063
- IRDAI Reg no: 134, CIN# U66010MH2007PLC166770

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

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 the Company.

Any person making Default in complying with the provisions of this section shall be punishable with fine which may extend to Ten Lakhs Rupees.