EMPLOYEE'S COMPENSATION INSURANCE POLICY

Prospectus

Employee's Compensation Insurance Policy is for employers for covering the expenses or cost of legal liabilities towards an employee due to injury, temporary or permanent disability or death of an employee in the workplace during the course of employment.

Employees compensation Insurance Policy is the primary method by which an employer can demonstrate the ability to satisfy the obligations imposed by the employees' compensation statutes. It is compensation payable under a scheme set out in the Employees Compensation Act, 1923 (the said "Act").

The Insurance provides for Indemnity against legal liability for accidents to employees under the Employees Compensation Act, 1923 (the said "Act") and subsequent amendments of the said Act prior to the date of the issue of the policy including Employees Compensation (Amendment) bill 2009 and under Common Law only.

Who needs this policy?

- Any employer, whether as a principal or contractor, engaging "employees" as defined in the Employee's Compensation Act, 1923.
- Any employer of such employees who do not qualify as an employee as per the said act but, virtue of the nature of engagement with an employer, share a like employee-employer relationship

Scope of Cover:

The Policy is meant to indemnify the Insured in respect of 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 that may arise during the period of insurance due to any employee, in the Insured's immediate service, sustaining personal injury by accident or disease arising out of and in the course of his employment, by the Insured, in the Business.

The policy covers legal liability of an employer under:

- Employee's Compensation Act, 1923, and subsequent amendments of the said Act prior to the date of issuance of a policy.
- Common law, only up to the limit of indemnity agreed under the respective policy.

Basis of Indemnity:

As per Employees Compensation Act, 1923 and the amendments thereof and liabilities incurred by the insured under Common Law only up to limit of indemnity agreed.

Add-on Cover:

Upon payment of additional premium, the following covers can be opted for:

- Cover for Medical Expenses /Cashless
- Cover for Occupational Diseases
- Cover for Contractor's workers/employees

General Exclusions:

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) 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.
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 organisation(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.

c) 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**.

d) For **Occupational Diseases** contracted by an **Employee.**

e) For interest and/or penalty imposed on the **Insured** under any law or otherwise.

f) Under any Law for medical expenses in connection with treatment of any **Injury** sustained by an **Employee.**

g) For persons employed in the **Business** under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the Schedule.

h) 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.

i) Assumed by agreement which would not have attached in the absence of such agreement.

j) 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.

k) For any accident occurring whilst the **Employee** is under the influence of intoxicating liquor or drugs.

l) For any incapacity or death of an **Employee** resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental **Injury**.

Premium:

The rate of premium depends upon the number of employees, nature of duties discharged by the employee for whom cover is sought, the industry in which the employees are employed and past claims experience.

Claim Intimation:

In the event of a claim under this policy, the Company must be informed immediately by:

1. Calling at Call centre no. – 1800 2666
2. Mailing at: ihealthcare@Icicilombard.com
3. Web Intimation

Grievances

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre(IGCC) at their toll free no. 1800 4254 732 / 155255.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com

Prohibition of Rebates (Section 41 of the Insurance Act, 1938 as amended)

(1)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 [or continuing] a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

[Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.]

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.