



Royal Sundaram

General Insurance

ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED

(Formerly known as Royal Sundaram Alliance Insurance Company Limited)

Regd. Office : 21, Patullos Road, CHENNAI – 600 002.

Corporate Office : “Vishranthi Melaram Towers”, 2/319, Rajiv Gandhi Salai,

Karapakkam, Chennai 600 097. Ph: 91-44-7117 7117, 1860 425 0000.

E. mail: customer.services@royalsundaram.in|Website:www.royalsundaram.in

IRDAI Registration Number 102|CIN-U67200TN2000PLC045611

001 WCP P01 (Sep 06)

WORKMEN’S COMPENSATION

POLICY

WHEREAS the Insured carrying on the Business described in the Schedule and no other for the purpose of this 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 at 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 Law(s) set out in the Schedule

Or at

Common Law

then subject to the terms exceptions 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 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.

EXCEPTIONS

The Company shall not be liable under the 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 of 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.



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CONDITIONS

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 be delivered in writing to the Company.
3. The Insured shall take reasonable precautions 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 by the Insured where he 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 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.
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 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 cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition 6.
8. If any 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 an arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an



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appointment ,the other party shall be at liberty to appoint sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore 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 form the date of such disclaimer have been made the subject matter of a suit in the court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. The due observance and fulfilment of the terms, conditions and endorsements of this Policy so for as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
10. In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:
 - a. Any partial or total repudiation of claims by the Company.
 - b. Any dispute regard to premium paid or payable in terms of the policy.
 - c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
 - d. Delay in settlement of claims.
 - e. Non-issue of any insurance document to customer after receipt of the premium.
 - f. Any other grievance.

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bengaluru, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Ernakulam, Guwahati, Jaipur, Kolkata, Lucknow, Noida, Patna, Pune, Hyderabad, Mumbai and Delhi. For detailed grievance redressal procedure and for Contact Details of Insurance Ombudsman, please visit our website www.royalsundaram.in