

Employee Compensation Insurance Policy - Prospectus

INTRODUCTION

In an increasingly global work environment, employee rights have rapidly moved forward. To protect organizations from the threat of expensive lawsuits and large compensation pay-outs, HDFC ERGO has the Employees' Compensation Insurance Policy (EC). The employees' compensation insurance 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 of India, monitored by the Ministry of Labour. The policy covers statutory liability of an employer for the death of or bodily injuries or occupational diseases sustained by employee in the Insured's immediate service and arising out of and in the course of employment. Employer's liability insurance covers for bodily injury to employees occurring within the scope of their employment when that liability is not covered by employees' compensation.

RELEVANT STATUTES AND LAWS UNDER EC POLICY

The policy covers legal liability of an employer under:

- Employees' Compensation Act, 1923, and subsequent amendments of the said Act prior to the date of issue of the policy.
- Common Law

WHO NEEDS THESE POLICIES

- Any employer, whether as a principal or contractor, engaging "employees" as defined in the Employees' Compensation Act.
- Any employer of employees who do not qualify as "employee" but share an employee
- employer relationship.

WHAT IS COVERED

- Death
- Permanent total disablement
- Permanent partial disablement
- Temporary disablement
- Legal costs and expenses incurred with the company's consent

EXTENSIONS

- Actual medical, surgical and hospital expenses including the cost of transport to hospital for accidental employment injuries
- Any compensation for diseases mentioned in Part 'C' of Schedule III of the Employees' Compensation Act, 1923, which arise out of and in the course of employment
- Employees in the employment of contractors performing work for the Insured while engaged in the Business in respect of which this policy is granted.

WHAT IS NOT COVERED

This policy does not cover any liability:

- Any injury which does not result in fatality or partial disablement for a period exceeding 3 days
- The first 3 days of disablement where the total disablement is less than 28 days
- Any non-fatal injury caused by any accident directly attributed to:
 - o Influence of drinks or drugs
 - o Willful disobedience of an order for securing safety to the workman
 - o Willful removal or disregard of a safety guard device
- War group and nuclear group of perils
- Liability to employees of contractors of the Insured (unless separately declared and covered)
- Medical Expenses (unless separately declared and covered)
- Liability of the Insured assumed under an agreement

- Diseases mentioned in Part 'C' of Schedule III of the Employees' Compensation Act, 1923 Any penalty/interest imposed on the Insured under any law
- Any change in statute provisions after the policy has commenced

CANCELLATION

The Insured can cancel the policy at any time during the policy term, by informing the Company.

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

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

CLAIM PROCESS

- An acknowledgement is given to the insured, once we are in receipt of any claim intimation from the insured.
- Based on the information submitted in the claim intimation letter, if required, we may procure more information from the insured depending on the facts mentioned therein. Up to the satisfaction of the Company.
- Surveyor / Investigator may be appointed if required.
- Apart from surveyor/investigator, opinions of legal experts are sought, if required.
- Based on the investigation and documentations provided, the decision with respect to the claim would be taken and accordingly conveyed to the insured (vide written Communication)
- The compensation amount as per Act which is to be deposited with the EC Commissioner by the Insured would be reimbursed by us as per Policy Provisions on the basis of documents submitted. Alternately, at our discretion based on merits, we may consider depositing the Compensation amount as per Act and Policy Provisions before the EC commissioner. This may be done through a local lawyer or our own Legal Officer who will ensure that the documentation is in Order and would ensure that acknowledgement of the Commissioner is obtained. Discharge of the Insured and Claimant is also to be obtained before depositing the amount since the same is being made on their behalf.

CLAIM SETTLEMENT

Claim is paid on behalf of the insured on the basis of negotiations or a court award as the case may be. When an award of relief is made by the collector, within a period of thirty days of the date of announcement, the company shall deposit the amount in the manner as directed by the collector provided the Insurance Company doesn't want to go for an appeal.

Condition 9 of the Policy provides that the company shall not be liable to pay any claim

- if it is fraudulent; or
- there has been non-disclosure of material facts. The amount of claim payable is subject to the limits of indemnity under the Policy

CLAIM DOCUMENTS

In general, primarily, the following basic documentations are required for taking the claim forward:

- Intimation to the Insurer giving details of the accident and extent of injury
- EC Claim form with the policy copy
- Attendance register / wages register
- For Permanent Partial Disablement (PPD) and Permanent Total Disablement (PTD) cases, disability certificate from an Orthopedic Surgeon specifying the % of disability.
- All Hospitalization documents including all pathological reports / X ray reports, medical bills and Discharge Card.

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- Proof of age, such as School leaving certificate, Pan Card or any other valid documents or as recorded by the employer in the absence of any document only in case of unskilled laborers.
- Pay slip or wage sheet for last 12 months or available period.
- First Information Report (FIR) / Charge sheet filed by the police
- Panchnama / Inquest / Post Mortem Report / Death certificate for fatal cases
- Photograph and ID proof of the injured workmen.
- In case of death, Succession certificate / Affidavit from the legal heirs of the deceased.
- Proof that the employee was on duty.
- Internal Investigation report, if any. Any other documents which would be construed as material information to the case.

CLAIM LIMITS

- Subject to the provision of sub-section (2A) of section 4 of the Act, the maximum aggregate liability of the insurer to pay relief under an award to the several claimants arising out of an accident shall not exceed rupees five crores and in case of more than one accident during the currency of the policy or one year, whichever is less, shall not exceed rupees fifteen crores in the aggregate.
- In awarding relief under the Act, the insurer's maximum liability under the Insurance Policy does not exceed the limits stipulated in sub-rule (1).
- Any award for relief which exceeds the amount payable under the insurance Policy shall be met from the Relief Fund and in case the award exceeds the total of the amount of insurance and the Relief Fund, the amount which falls short of such sum payable shall be by the owner.
Compensations payable are as follows
 - (i) Reimbursement of medical expenses incurred up to a maximum of Rs. 12,500 in each case.
 - (ii) For fatal accidents the relief will be Rs. 25,000 per person in addition to reimbursement of medical expenses if any, incurred on the victim up to a maximum of Rs. 12,500.
 - (iii) For permanent total or permanent partial disability or other injury or sickness, the relief will be:
 - (a) reimbursement of medical expenses incurred, if any, up to a maximum of Rs. 12,500 in each case and
 - (b) cash relief on the basis of percentage of disablement as certified by an authorized physician. The relief for total permanent disability will be Rs. 25,000.
 - (iv) For loss of wages due to temporary partial disability which reduces the earning capacity of the victim, there will be a fixed monthly relief not exceeding Rs. 1,000 per month up to a maximum of 3 months: provided the victim has been hospitalised for a period of exceeding 3 days and is above 16 years of age.
 - (v) Up to Rs. 6,000 depending on the actual damage, for any damage to private property.

THIS PROSPECTUS

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **Employee Compensation Insurance Policy** document. You must read the policy document to know the insurance cover fully. You can get a copy of the **Employee Compensation Insurance Policy** from Our branch or from Our website: www.hdfcergo.com. For any legal interpretation, policy document will hold.

GRIEVANCE REDRESSAL PROCEDURE

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Company's Grievance Redressal Officer.
If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Contact us - 022 6158 2020/ 022 6234 6234
- **Emails – grievance@hdfcergo.com**
- **Contact Details for Senior Citizens:** 022 6242 6226
- **Email ID - seniorcitizen@hdfcergo.com** Designated Grievance Officer in each branch.
- **Company Website – www.hdfcergo.com**
- **Courier -** Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

**The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address:

**To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

ABOUT OUR COMPANY

Name of the company – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)
Registered & Corporate Office- 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059.
Website – www.hdfcergo.com
Contact us - 022 6158 2020/ 022 6234 6234
Email – care@hdfcergo.com

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 insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.