

#### **Employees' Compensation Insurance**

WHEREAS the Insured carrying on the Business described 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 insurancehereinafter 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 Insuranceany 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 shallbe limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

### **EXCEPTION**

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 to virtue to an agreement but which wouldnot have attached in the absence of such agreement

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



## 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 theSchedule 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 inwriting 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 the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.

#### **Documents required for Claim processing:**

- a. Claim form,
- b. Wage Register / Attendance Register,
- c. Statement of the insured/claimant describing the cause of loss along with witness statement,
- d. FIR in support of accident,
- e. Post Mortem Report in case of Death Claim,
- f. Disability certificate in case of Disability claims,
- g. All Original Medical Bills / Receipts, Birth certificate for age proof,
- h. KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc.,
- i. Any other Document, based on nature of claim,
- j. Turn Around Time for claims settlement is 7 Days from receipt of Award / Last Document

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 defense 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.

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 salaryand 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 with one month from premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a

Employees' Compensation Insurance UIN No. IRDAN123RP0032V02200203 refund by the Company as the case may be.

6. **Multiple policies involving bank or other lending or financial entity** - If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the same risk, the insurer will not apply Contribution clause. 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.

## 7. Cancellation -

- The insured can cancel the policy at any time during the 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, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
- 8. The due observance and fulfillment 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 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.

## GRIEVANCES

In case of any grievance the insured person may contact the company through WEBSITE: <u>www.cholainsurance.com</u> Toll free: 1800 208 9100 E-MAIL: <u>customercare@cholams.murugappa.com</u>

Courier: Manager, Grievance Cell, Chola MS General Insurance Company Limited, Hari Nivas Towers First Floor, #163, Thambu Chetty Street, Parry's Corner, Chennai - 600 001

### **Procedure of Grievance Redressal**

- Please write to <u>customercare@cholams.murugappa.com</u> to register your complaint.
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turnaround time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

### **Escalation Matrix**

• In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer - <u>Nodalescalation@cholams.murugappa.com</u> (Quoting the previous Service request number)

Employees' Compensation Insurance

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• In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer - <u>GRO@cholams.murugappa.com</u> (Quoting the previous Service request number)

• If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to <u>https://www.cioins.co.in/Ombudsman</u> to get details on Insurance Ombudsman Offices.

# **INFORMATION ABOUT US**

Cholamandalam MS General Insurance company Limited HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001. Toll Free : 1800 208 9100 SMS: "CHOLA" TO 56677 \*(Premium SMS charges apply) Email –customercare@cholams.murugappa.com Web site: www.cholainsurance.com

Sl.No	Office of Insurance Ombudsman	Address	E-mail	Landline Nos.
	1 AHMEDABAD Poliof Pood Tilek Marg		<u>Email:</u> <u>bimalokpal.ahmeda</u> <u>bad@cioins.co.in</u>	Tel.: 079 - 25501201
1		Relief Road, Tilak Marg,		Tel.: 079 - 25501202
	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19	Email: bimalokpal.bengalu ru@cioins.co.in	Tel.: 080 - 26652048
2		Ground Floor, 19/19, 24th Main Road,		Tel.: 080 - 26652049
		1st Phase, JP Nagar, Bengaluru - 560 078.		
		LIC of India Zonal Office Bldg,		Tel.: 0755 - 2769201
3	BHOPAL	Bengaluru - 560 078.LIC of India Zonal OfficeBldg,1st Floor, South Wing, JeevanShiksha,Email:bimalokpal.bhopal	Tel.: 0755 - 2769202	
		Opp. Gayatri Mandir	bimalokpal.bhopal	Tel: 0755 - 2769203
		60-B, Hoshangabad Road, Bhopal - 462011		
	BHUBANESH WAR	62, Forest park,	<u>Email:</u> <u>bimalokpal.bhuban</u> <u>eswar@cioins.co.in</u>	Tel.: 0674 - 2596455 Tel: 0674 - 2596429
4		Bhubaneshwar - 751 009.		Tel: 0674 - 2596003 Tel: 0674 - 2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor, LIC of India Bldg,	Email: bimalokpal.chandig	Tel.: 0172 - 2706468
		SCO 20-27, Sector 17-A	arh@cioins.co.in	Tel.: 0172 - 2707468

UI	N No. IRDAN123RP00		· · · · · · · · · · · · · · · · · · ·	
		Chandigarh – 160017		
6	CHENNAI	Fatima Akhtar Court, 4th Floor,	Email: bimalokpal.chennai @cioins.co.in	Tel.: 044 - 2433366
		453 (Old 312), Anna Salai, Teynampet,		Tel.: 044 - 2433367
		CHENNAI -600 018.		
7	DELHI	2/2 A, 1st Foor, Universal Insurance Building,	Email: bimalokpal.delhi@ cioins.co.in	Tel.: 011 - 2323248
		Asaf Ali Road,		Tel.: 011 - 2321350
		New Delhi - 110 002.		Tel.: 011 - 4601399
	GUWAHATI	Jeevan Nivesh Bldg,	Email: bimalokpal.guwaha ti@cioins.co.in	Tel.: 0361 - 263220
8		5th Floor, Near Pan Bazar,		Tel.: 0361 - 263220
0		S.S. Road, Guwahati – 781001		Tel.: 0361 - 263130
	HYDERABAD	6-2-46, 1st floor, "Main Court",	Email: bimalokpal.hyderab ad@cioins.co.in	Tel.: 040 - 2331212
9		Lane Opp. Hyundai Showroom,		Tel: 040 - 2337659
/		A.C. Guards, Lakdi-Ka-Pool,		Tel: 040 - 2337699
		Hyderabad - 500 004.		Tel: 040 - 2332870
		11yderabad 500 004.		Tel: 040 - 2332532
	JAIPUR	Jeevan Nidhi - II, Ground	Email: bimalokpal.jaipur@ cioins.co.in	Tel.: 0141 - 274036
10		Floor,		
10		Bhawani Singh Road, Ambedkar Circle		
		Jaipur - 302 005.		
	KOCHI	10th Floor, LIC Bldg, Jeevan	Email: bimalokpal.ernakul am@cioins.co.in	Tel.: 0484 - 2358759
		Prakash		
11		Opp Maharaj College Ground		
		M.G.Road, Ernakulam		
		Kochi – 682011		
	KOLKATA	7 <sup>th</sup> Floor of Hindustan	Email: bimalokpal.kolkata @cioins.co.in	Tel.: 033 - 2212433
12		Building (Annex), 4, CR		Tel: 033 - 2212434
12		Avenue, Kolkata-700 072,		
	LUCKNOW	Jeevan Bhawan, Phase-II,	Email: bimalokpal.luckno w@cioins.co.in	Tel.: 0522 - 400208
13		6th Floor, Nawal Kishore		
15		Road, Hazratganj, Lucknow -		Tel: 0522 - 350061
		226001		
	MUMBAI	3rd Floor, Jeevan Seva	Email: bimalokpal.mumbai @cioins.co.in	Tel.: 022-69038800
14		Annexe, S. V. Pood. Sontooruz Wost		Tal . 022 60020022
		S. V. Road, Santacruz West, Mumbai - 400 054.		Tel.: 022-69038833
			Email:	Tel.: 0120-2514252
15	NOIDA	Bhagwan Sahai Palace 4th Floor, Main Road,	bimalokpal.noida@	Tel.: 0120-2514252

Employees' Compensation Insurance UIN No. IRDAN123RP0032V02200203							
		Naya Bans, Sector 15, Noida- 201301	cioins.co.in				
		Dist: GB Nagar, Uttar Pradesh					
		2nd Flood, North Wing, Lalit	Email:				
16	PATNA	Bhawan,	bimalokpal.patna@	Tel.: 0612-2547068			
		Bailey Road, Patna - 800 001	cioins.co.in				
		3 <sup>rd</sup> Floor, Jeevan Darshan,					
		LIC of India Bldg,	Email:				
17	PUNE	N.C. Kelkar Road, Narayan	bimalokpal.pune@	Tel: 020-24471175			
		Peth,	cioins.co.in				
		Pune- 411 030.					