Go Digit General Insurance Ltd

Digit Employees Compensation Insurance Policy (Commercial)

UIN: IRDAN158CP0116V01201819

1. PREAMBLE

WHEREAS the **Insured** by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to Go Digit General Insurance Limited (hereinafter called "the **Company**") for the insurance hereinafter contained for the **Business** described in the **Schedule** and has paid or agreed to pay the premium stated in the **Schedule** as consideration for such insurance.

NOW THIS **POLICY** WITNESSETH, subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance any **Employee** or **Employees** of the **Insured** shall sustain Injury by accident arising out of and in the course of his employment in the **Business**, for which the **Insured** is liable to pay compensation under any Law(s) specified in the Schedule, then the **Company** shall indemnify the **Insured** upto the Limit of Indemnity against all sums for which the **Insured** shall be so liable, including costs and expenses for defending any such claim incurred with the **Company**'s consent.

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.

2. DEFINITIONS

This Policy, the Schedule and any Clauses thereon shall be considered one document and any word or expression to which a specific meaning has been attached in Definitions bears that specific meaning wherever it appears in this Policy in bold typeface.

1. "**Business**" means the **Business** of the **Insured** as specified in the **Schedule** in respect of which this **Policy** is issued.
2. "**Employee or Employees**" means such person or persons in direct employment under the **Insured** in the **Business** but shall not include any person employed under a Contractor or Sub-Contractor of the **Insured** unless specifically shown as covered in the **Policy Schedule and by an endorsement**.
3. **"Injury"** means physical bodily injury including death resulting from such injury arising out of an accident but does not include any mental sickness, disease, **Occupational Disease**, unless caused by such physical bodily injury.
4. **"Insured**" means the person or organization specified in the **Policy Schedule** but does not include their Contractors or Sub Contractors
5. "**Limit of Indemnity**" means the maximum amount of indemnity as specified in the **Policy Schedule** that will be provided under this **Policy** by the **Company** in respect of
    a. any particular claim by an **Employee** and
    b. all claims arising out of all accidents for any number of **Employees** during the

Period of Insurance.

6. "**Occupational Disease**" means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the **Employees** Compensation Act. 1923 contracted by an **Employee** due to employment in the **Business**.
7. "**Schedule** "means the Schedule attached to and forming part of this **Policy**.
8. "**Period of Insurance**" means the period for which this insurance is availed by the **Insured** as specified in the **Schedule**, unless cancelled earlier
9. "**Wages**" means the remuneration payable to an **Employee** by the **Insured** for the employment in the **Business** and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an **Employee** towards any pension or provident fund or a sum paid to an **Employee** to cover any special expenses entailed on him by the nature of his employment;

3. 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. 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.

   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.
3. Accident occurring at any other place than the Place or Places of Employment specified in the **Policy 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**.
4. For **Occupational diseases** contracted by an **Employee,** unless specifically agreed and mentioned in Your **Policy** Schedule on payment of additional premium.
5. For interest and/or penalty imposed on the **Insured** under any law or otherwise.
6. Under any Law for medical expenses in connection with treatment of any **injury** sustained by an **Employee**, unless specifically agreed and mentioned in Your **Policy** Schedule on payment of additional premium.

7. For persons employed in the **Business** under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the **Policy Schedule** on payment of additional premium.
8. For Injury sustained by person whilst in the employment of the Insured in business other than what is mentioned in the policy or in respect of employee/s who are not specifically mentioned in the Policy Schedule.
9. Assumed by agreement which would not have attached in the absence of such agreement.
10. 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
11. For any Accident occurring whilst the **Employee** is under the influence of intoxicating liquor or drugs.
12. For any incapacity or death of an **Employee** resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental **Injury**.

4. CONDITIONS

1. **The Contract**: This **Policy** and the **Policy 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 **Policy 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. **Mis-representation/Non-Disclosure**: This **Policy** shall be void in the event of any mis-representation or non-disclosure in the Proposal and the **Insured** is deemed to warrant the truth and accuracy of the statements and answers in the Proposal which form the basis of this **Policy**.
4. **Written Communication**
   Every notice or communication to be given or made under this **Policy** shall be delivered in writing to the **Company**.
5. **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**.
6. **Claim Intimation:** In the event of any occurrence which may give rise to a claim under this **Policy**, the **Insured** shall as soon as possible, and in any case within a period of 30 days of such occurrence, give notice thereof to the **Company** in writing with full particulars. Every letter, claim, writ, summons, and process shall be notified 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.
7. **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 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.
8. **Declaration of Employees and Wages:** It is clearly agreed and Understood that the

Insured shall be bound at all times to correctly 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 by the **Company**.

9. **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.
10. **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**.
11. **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**.
12. **Cancellation**: The **Company** or the **Insured** may cancel this **Policy** by sending at least 15 days written notice to the other party at his last known address and in such event the premium shall be adjusted in accordance with Condition 8 above.

    Cancellation by the Insurer will be exercised only on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the **Insured**.
13. **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.

14. **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.
15. **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 in a competent court of India. All claims shall be paid in Indian Rupees only.
16. **Renewal:** We are not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the **Insured**.
    The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this Product.
17. **Customer Grievance Redressal Policy:** The **Company** is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response. Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com.
    Email: grievance@godigit.com

    For further information, please refer the below link,

    https://www.godigit.com/claim/grievance-redressal-procedure

    The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting https://bimabharosa.irdai.gov.in/

    If You do not get a satisfactory response from Us and You wish to pursue other avenues for redressal of grievances, You may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Address and contact number of Council For Insurance Ombudsman

Sl. No.	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-26652049
3	BHOPAL	UC of India Zonal Office Blda. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.ca.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200

4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 0172-2773101, 0172-2990938, 0172-2706196, 0172-2707468, 0172-2772101, 0172-2990942
6	CHENNAI	Fatima Akhtar Court, 4th fir 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.in	044-24333668, 044-24333678
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi- 110002.	Email : oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 0361-2632204 0361-2732937, 0361-2632205
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom A. C. Guards. Lakdi-ka-pool, Hyderabad 500004	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 040-23312122 040-23376S99, 040-23328709
10	JAIPUR	Jeevan Nidhi II, Ground Floor Bhawani Singh Road Ambedkar Circle Jaipur -302005.	E-mail: oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi- 682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 0484-2358734, 0484-23S8336
12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.in	033-22124339, 033-22124341
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road, Hazratgani, Lucknow- 226001,	E-mail: oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co.in	022-69038800, 022-69038827 /8829, 022-69038831/8832
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 0120-2514253, 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 061-22547068
17	PUNE	3rd Floor Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 022-20812869

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: inscoun@cioins.co.in

For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on https://www.cioins.co.in/Ombudsman