

P - 2801 -

PROPOSAL FORM

WORKMEN'S COMPENSATION INSURANCE

THE INDIAN WORKMEN'S COMPENSATION ACT 1923. The Act provides for the payment of compensation by the Employer to his Employees (for their dependents in the event of fatal accidents) if personal injury is caused to them by accidents arising out of and in the course of their employment.

The maximum compensation payable is upon the following scale (as per W.C. Amendment Act 2000)

Fatal Injury	4,57,080
Permanent Total Disablement	5,48,496
Permanent Partial Disablement	According to incapacity
Temporary Disablement	Half monthly compensation

THE INDIAN FATAL ACCIDENTS ACT, 1855. This Act, enables claims for damages upto an unlimited amount to be maintained against a person who by his wrongful act, neglect or default causes the death of another.

THE COMMON LAW. The Common Law gives a person the right to claim from another for damage upto an unlimited amount, for injury or loss sustained on account of the negligence of such other person or of his employee acting in the scope of their employment.

THE RESPONSIBILITY OF THE EMPLOYER IS THEREFORE SERIOUS AND ONE THAT COULD LEAD TO A HEAVY FINANCIAL BURDEN IF NOT COVERED BY INSURANCE.

Bajaj Allianz General Insurance Company Limited policies give an Employer any of the following two forms of cover:

Table A: Indemnity against the Employers legal liability to his Employees under the Indian Workmen's Compensation Act, 1923, and subsequent Amendments of the said Act prior to the date of issue of the policy, under the Indian Fatal Accidents Act, 1855, and at common Law.

Table B: Indemnity against the Employers legal liability to his Employees under the Indian Fatal Accidents Act, 1855 and at common law. The insurance under table "A" can be extended by charging an additional premium of 50% of book rate to cover disease mentioned in part "C" of schedule III of Workmen's Compensation Act.

This insurance does not cover any interest and/or penalty which may be imposed on all insured or an insured on account of failure to comply with the requirements of the said Workmen's Compensation Act, 1923 as amended.

In Addition, the company bears the costs and expenses incurred with its written consent in the settlement of claims

Agent _____

Client Code

Policy No.

The total amount of salaries, wages and other earnings paid by me/us to the above mentioned workmen during the past twelve months was Rs _____

Do you wish to insure your liability under the Indian Workmen's Compensation Act, 1923 and subsequent amendments of the said Act, prior to the date of issue of the Policy, to the workmen of contractors? If so, please state:

Name of Contractor	Nature of work subject	If contract for labour and materials state estimated amount of contract	In cases for which the contract is for labour only state estimated amount of contract	In case the contract is labour materials and equipments, State estimated amount of contract

The Workmen's Compensation Act 1923, states that where any person (the "Principal") in the course of or for the purposes of his trade or business contracts with any other person (the "Contractor") for the execution by or under the contractor of the whole or any part of the work which is ordinarily part of the trade or business of the principle, the latter is liable in respect of accident to the Contractor's workmen happening or in or about the premises on which the Principal has undertaken or usually undertakes to execute the work and who are otherwise under his control or management. In such cases the Principal is indemnified by the Contractor.

PUT A MARK WHEREVER APPLICABLE

All the questions to be answered completely. In case of shortage of space kindly enclose the information as an annexure :

1. Does the above Schedule include	
a. All persons in your service	<input type="checkbox"/>
b. All your Sub Contractors	<input type="checkbox"/>
2. Are your premises a Factory within the meaning of the Factory Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you carried out all the obligations imposed on you by any Law or Regulation governing the conduct or maintenance of such premises?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. a. Have you any circular saws or other machinery driven by steam, gas, water, electricity or other mechanical power? If yes give full particulars	
b. Are your machinery, plant and ways properly fenced and guarded and otherwise in good order and condition?	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. a. What boilers do you have?	
b. Is it registered under the Indian Boiler Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. If not, under what conditions is it exempted from such registration?	
6. State what acids, gases, chemicals or explosives will be used and to what extent ?	
7. a. Are you at present insured, or have you ever proposed for an insurance in respect of your liability to your Employees? If so, please state name of Company	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Has any such proposal or renewal ever been declined or withdrawn?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Have any of your employees had an accident or suffered injury from their work in the past three years? If yes, please supply details.	
8. Do your employees use normal safety devices like safety belts, helmet, gloves, eye glasses during the course of their normal duty	<input type="checkbox"/> Yes <input type="checkbox"/> No

Declaration

I/We declare that the above answers are true and to the best of/our knowledge and belief and that I/we have disclosed all particulars affecting the assessment of the risk.

I/We agree to render at the end of each period of insurance a statement, in the form required by the Company, of all wages actually paid and to pay premium on any wages paid in excess of the amount estimated above. I/We agree that this proposal shall be the basis of the contract between me/us and the Company and shall be deemed to be incorporated in such contract and any renewal thereof which may be agreed subject to the terms and conditions of the policy issued by the Company. I/We also confirm that I/we have disclosed all material facts likely to influence the acceptance and assessment of the proposal, and I/we detail below additional information not specifically requested which I/we consider should be disclosed to underwriters.

Date

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(dd/mm/yy)

Proposer's Signature

This insurance will not begin until this proposal has been accepted by the Company and evidence of the cover has been issued. A policy specimen may be provided on request.

The following is the copy of section 41 of the Insurance Act 1938

PROHIBITION OF REBATES

1. No person shall allow or offer to allow either directly 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 in the policy nor shall any person taking out or renewing or continuing a policy except such rebates as may be allowed in accordance with the published prospectus or tables of the insurer.
2. Any person making default in complying with the provision of this section shall be punishable with a fine, which may extend to five hundred rupees.