

## **Workmen's Compensation Policy – Insurance Product Information Document**

### **Type of Policy: Workmen's Compensation Policy**

#### **Basic Cover Provided:**

Insurers will pay all sums which the Insured shall be legal liable to pay to his employees due to personal injury by accident or diseases to his employees, arising out of and in the course of their employment as per the Workmen's Compensation Ordinance or at Common Law Liability. The Insurers will also pay all costs and expenses incurred with its consent, in defending any claim for such compensation.

#### **Additional Covers (which can be obtained by payment of an additional premium):**

1. Strike Riots & Civil Commotion - Please refer the endorsement - "SRCC Endorsement – SR - 11"
2. Terrorism - Please refer the endorsement "Terrorism Endorsement – TR 17"

#### **Key feature(s):**

- The cover is operative whilst the employees are on duty

#### **Provisions:**

- In the event of any change in the Law (s) or the substitution of other legislation there for 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.

*(For more details, please refer page no. 01 of the policy wording)*

#### **What is not covered (Exceptions):**

1. War
2. Riot & Strike and Terrorism (if not obtained as additional covers)
3.
  - a) Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear installation, reactor or other nuclear assembly or nuclear fuel
  - b) The radioactive, toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - c) any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
4. The Insured's liability to employees of contractors to the Insured;

5. Any employee who is not a "workman" within the meaning of the Law/s;
6. Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
7. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

*(For more details please refer page no 01 & 02, "Exceptions" section of the policy wording)*

### **Mode of Payment of Premium:**

Annual Premium has to be paid for the Policy (unless mentioned otherwise in the Policy Schedule) and for any subsequent renewals.

### **Claims Procedure and Required Documents:**

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 injury in connection with any such occurrence.

*(For more details please refer page no 02 & 03, "Claims" section of the policy wording)*

### **Steps to be followed by the Insured:**

1. Insured should inform the incident to our contact center 0112-206306.
2. Insurer request the claim form and other required documents from the Insured.
3. Insured should submit the duly completed claim form and other requested documents.
4. Insurer scrutinizes the documents and decides the liability of the claim.
  - If the liability is in order, the Insurer issue the offer letter informing approved amount and loss voucher requesting other required documents for claim settlement.
  - If liability cannot be admitted, the Insurer issue the rejection letter.

### **Required Documents:**

#### **A. Death Claim**

1. Claim Form
2. Q Form
3. O Form
4. Death Certificate

5. Postmortem report & Inquest proceedings
6. Police Investigation report if applicable

**B. Permanent Disablement**

1. Claim Form
2. Q Form
3. G Form
4. Diagnosis card and other medical reports
5. Medical Examination Report
6. Police Investigation report if applicable

**C. Temporary Disablement**

1. Claim Form
2. Q Form
3. Diagnosis card and other medical reports
4. Medical Certificate
5. Medical Leave confirmation from employer

If it is necessary Insurer may request to have an opinion from medical practitioner appointed by the Insurer.

- Compensation will be calculated as per Workmen's Compensation Ordinance, based on the Insured's monthly wages.
- In the event of a death, the cheque is drawn in favour of "The Commissioner for Workmen's Compensation".

**Fraud:**

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means, or devices be used by the Insured or anyone acting on his behalf or if any destruction, injury or damage be occasioned by the willful act or with the connivance of the Insured, all benefits under this policy shall be forfeited.

**Obligations of the Policyholder:**

**Obligations of the policyholder in disclosing material facts**

- At the time of purchase:- Disclose all material facts requested in the Proposal Form, truly and accurately, to avoid any claim rejection.
- During the policy term:- Notify the Insurer of any significant changes in risk or information of the Insured.

### **Obligations of the policyholder when a claim is made**

- When making a claim:- Provide all necessary documents and details as mentioned in the Claim Procedure along with the Claim Form.

*(For more details please refer page no 02 & 03, "Claims" section of the policy wording)*

- Payment of Premium:- Should be as per the Premium Payment Warranty in the Policy

*(Please refer page no 03, point no 9, under "Conditions" section of the policy wording)*

### **Complaints Procedure:**

We are committed to serve you with passion and willing to receive your feedback. If you are not satisfied with our services, you can lodge a complaint by below methods;

- By telephone - Customer Care Officer - 011 2126136
- By email - [pilassist@peoplesinsurance.lk](mailto:pilassist@peoplesinsurance.lk)
- By WhatsApp - 0716230048
- By fax - 011 2126109
- By post - Customer Care Officer, People's Insurance PLC, No. 07, Havelock Road, Colombo 05
- Via online - Complaint Submission Form is available on our website [www.peoplesinsurance.lk](http://www.peoplesinsurance.lk) → Please click on the "Complaints" tab
- By visiting

Below information to be provided when lodging a complaint;

- I. Complaint in brief
- II. Your name and contact details
- III. References: Policy No. / Vehicle No. / Claim No.
- IV. Any supporting documents

The Trilingual Complaints Handling Procedure can be downloaded from our website - [www.peoplesinsurance.lk](http://www.peoplesinsurance.lk) → Please click on the "Complaints" tab

### **Dispute Resolution:**

If you are not satisfied with the resolution given by us for a complaint lodged, you have the option to use following Alternative Dispute Resolution (ADR) mechanisms.

- I. Address your concerns to:- Insurance Ombudsman of Sri Lanka  
No. 143A, Vajira Road, Colombo 05  
[info@insuranceombudsman.lk](mailto:info@insuranceombudsman.lk)  
011 2505542 / 011 250 5041

- II. Arbitration:- As per the Arbitration Clause in the Policy

- III. Address your concerns to:- Director Investigations  
Insurance Regulatory Commission of Sri Lanka

Level 11, East Tower, World Trade Centre  
Colombo 01  
011 2396184-9 / 011 2335167  
[investigation@ircsl.gov.lk](mailto:investigation@ircsl.gov.lk) / [info@ircsl.gov.lk](mailto:info@ircsl.gov.lk)

*(Please refer page no 5, “Dispute Resolution” section of the policy wording)*

### **A Few Things to Remember**

#### **Cancellation of the Insurance:**

This Insurance may be terminated at any time at the request of the Insured, in which case the Insurer will retain the customary short period rate for the time the Policy has been in force, subject to no claims being made. This Insurance may also at any time be terminated at the option of the Insurer on notice to that effect being given to the Insured, in which case the Insurer shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.

*Please refer page no 03, point no 07, under “Conditions” section of the policy wording*

The due observance and fulfillment of the terms and conditions of this Policy shall be conditions precedent to any liability of the Insurer to make any payment under this policy.

#### **Important Notes:**

This Insurance Product Information Document (IPID) is intended to provide a summary of the main cover and additional covers (if applicable) and key features of the Policy and is not personalized to your specific individual needs. Please note that all matters of whatever nature pertaining to this Insurance (including but not limited to claims, interpretation of terms and conditions and litigation etc.) shall be governed by the terms, conditions and exclusions of the Policy which shall prevail over the contents of this document.

#### **For Further Information:**

If you require any further information, you can make a request via

- Telephone - 0112126126
- Email - pilassist@peoplesinsurance.lk
- Visiting any of our offices island wide