ZURICH **kotak**
General Insurance

ZK - 24-25/v1

Employees Compensation Insurance Claim Form

Notification of Loss or Damage

(The issuance/acceptance of this form is not to be taken as an Admission of Liability)

Policy No: _____

(To be entered by Insured)

Claim No: _____

(For Company Use)

This will be in continuation of the Incident Reporting Form dated:

Date: | D | D | M | M | Y | Y | Y | Y |

This form is only for the purpose of intimating the Company about the claims made / seeking the permission of the Company to enter into a settlement. Insured shall not enter into settlement without the prior written permission of the Company. The completion and return of this form to the Company should not be delayed even if any of the particulars required cannot be immediately given. They may be forwarded to the Company afterwards as soon as possible.

1. Details Of Insured

I) Name	
ii) Address for correspondence	
iii) Contact Number/ Email ID	
v) Trade/ Occupation of the Insured	

2. DETAILS OF THE INJURED PERSON/ DECEASED

i) Name	
ii) DOB, Age and Gender	
iii) Residential Address	

3. DETAILS OF OCCUPATION

i) What is the occupation in which the injured person is employed?	
ii) Was the injured person engaged in this occupation when the accident occurred?	Yes ☐ No ☐
iii) If not state fully the nature of the work he was doing at the time of the accident?	

4. DETAILS OF EMPLOYMENT

i) Nature of Employment If not applicable, provide Department/Grade	Skilled ☐ Un-Skilled ☐ Semi-Skilled ☐
ii) Is the injured person in your direct employment?	Yes ☐ No ☐
iii) If not give name and address of Contractor?	
iv) When did the injured person enter your service?	Date: D D M M Y Y Y Y

5. DETAILS OF ACCIDENT

i) Date and time of accident	Date: D D M M Y Y Y Y Time: ⬚⬚ / ⬚⬚
ii) Place of accident	
iii) Give brief description of the accident	
iv) Was the claimant at the time of accident in the course of employment? If no, state details and attach required documents	Yes ☐ No ☐

v) Was the injured person under the influence of alcohol or other intoxicant at the time of the accident?	Yes ☐ No ☐
vi) Was he guilty of any misconduct or disobedience to orders / rules, due to which incident occurred? If so, please give full particulars.	Yes ☐ No ☐
vii) Are you satisfied that the injured person has met with a bonafide accident of employment?	Yes ☐ No ☐
viii) Was the incident reported to Police If Yes, please submit police report.	Yes ☐ No ☐

6. DETAILS OF INJURY

i) Give a brief description of injury?	
ii) What is the % of disability, if any? Attach a certificate of doctor confirming disability?	
iii) What is the probable period of the disablement?	☐☐ Days

7. DETAILS OF HOSPITAL

I) Has the injured person been removed to hospital or medically attended?	Yes ☐ No ☐
ii) If yes, give name and address of hospital attending to injured person?	
iii) Date of admission in hospital:	Date: D D M M Y Y Y Y
iv) Date of discharge from hospital:	Date: D D M M Y Y Y Y

8.

i) Whether injured person has returned to work?	Yes ☐ No ☐
ii) If yes, then the date of return and no. of days of absence?	Date: D D M M Y Y Y Y Days ☐☐

9. COURT PROCEDURE

i) Has any case been filed in any court of law / tribunal/ Workmen's Compensation Commissioner in relation to the accident?	Yes ☐ No ☐
ii) Have any notices / summons of the court been received by you? If yes, please provide copies of the same.	Yes ☐ No ☐
iii) Date and time of receipt of notice/summons from the authorities	Date: D D M M Y Y Y Y Time: ☐☐ / ☐☐
iv) What is the present status of the proceedings? Also give the next date of hearing.	
v) Provide copies of all the documents that have been submitted to the Court either by you or the workmen/ claimants, and copies of all the documents received with the notice from the court.	
vi) Has the court passed any interim or final order? If yes, please provide copies of the same.	Yes ☐ No ☐
vii) Has the subject matter of the alleged claim/complaint been earlier reported to the Company by an Incident Reporting Form? If yes, please provide date of Incident Reporting Form, and append copy there of	Yes ☐ No ☐ Date: D D M M Y Y Y Y
viii) If no, kindly submit a duly completed Incident Reporting Form / or set out here the Insured's views/ comments on the alleged incident which has resulted in the alleged claim or compliant arising.	
ix) The Insured's proposed response to the alleged claim/complaint?	
x) Does the insured propose to/has already availed of, any legal advise.	Yes ☐ No ☐
xi) If Yes, details of the lawyer/law firm together with their opinion.	
xii) If No, the proposed steps by the Insured to evaluate the legal liability risk in the context of its response/proposed response and the facts having bearing on the matter.	

i) Details of claims if any preferred by the affected party / claimant for the same loss from another source.	
ii) Any other evidence in support of claim.	
iii) Give particulars of any other insurance, in respect of the same risk.	
iv) Give name and address of witness if any?	

I/We hereby agree, affirm and declare that:

a. The statements/information given/stated by me/us in this claim form are true, correct and complete.

b. The details of all persons having an interest in the property in respect of which the claim is being made are provided as per the proposal form or by way of an endorsement in the policy. Furthermore, save and except as provided or disclosed in this claim form, no claim made hereunder (or the same/similar claim) has been made or lodged with any other insurance company.

c. No material information which is relevant to the processing of the claim or which in any manner has a bearing on the claim has been withheld or not disclosed.

d. If I/we have given/made any false or fraudulent statement/information, or suppressed or concealed or in any manner failed to disclose material information, the policy shall be void and that I/We shall not be entitled to all/any rights to recover thereunder in respect of any or all claims, past, present or future.

e. The receipt of this claim form/other supporting/related documents does not constitute or be deemed to constitute an agreement by the Company of the claim and the Company, without prejudice, reserves the right to process or reject or require further/additional information in respect of the claim.

Place: _____

Date: | D | D | M | M | Y | Y | Y | Y |

_____
Signature and Stamp of the Insured/Claimant

Statement of Wages

The object of this statement is to ascertain the injured person's average monthly earnings. Please therefore observe the following instructions very carefully. Failure to do so will entail unnecessary correspondence and cause undue delay in the settlement of the claim.

• If the injured person has been in the service during a continuous period. (not broken by an absence of 14 or more consecutive days) of 12 months or more, then enter the wages etc. paid to him in each month during 12 months immediately preceding the accident.

• If he has been in the service during a continuous period of less than 12 months but more than a month then enter the wages etc. paid to him in each month during such period immediately preceding the accident.

• If he has been in the service during a continuous period of less than one month, then enter the wages paid to another workman employed on similar work during 12 months immediately preceding the accident i.e. accident to the workmen in respect of whom the claim is being submitted.

• If you have no workman employed on similar work and for 12 months then enter the wages etc. paid to the injured workmen himself during whatever period of service he has put immediately preceding the accident.

• Please specify the period for which wages have been entered in this statement by mentioning the date of the beginning of the period and the end of the period which should be the date prior to the date of accident.

• Please do not mention merely the rate of wages. Give full details as above.

Month	Wages				Bonus (Value of Free Quarters and Any Other)			
	Rs			P	Rs			P
Total								
Total including all Allowances								

(a) For daily wage employee, Please provide daily wage rate: Rs. _____

(b) Were the above stated wages paid, or fallen due for payment, to the injured person?   Yes ☐   No ☐

(c) Was the injured person absent from work at any time, during the above stated period, for 14 or more consecutive days?
If so, give the following particulars:-

Absent for ☐☐ Days

from ☐ D ☐ D / ☐ M ☐ M / ☐ Y ☐ Y ☐ Y ☐ Y   to   ☐ D ☐ D / ☐ M ☐ M / ☐ Y ☐ Y ☐ Y ☐ Y

Date:

Seal & Signature of the Employer

Direct Fund Transfer / EFT mandate Form

A) Would you like to continue with the NEFT details provided in the proposal form for Claim payment?   Yes ☐   No ☐

B) If No, Kindly provide the below mentioned details

- Payee name (as per bank records)..
- Payee account no ....
- Type of account :   Saving ☐   Current ☐   Others ☐
- Name of the bank...
- Branch Name...
- Address of the bank: ....
- IFSC Code of the bank..
- MICR code of the Bank..
- PAN of the payee: ....

Please attach an **Original Blank Cancelled Cheque** signed by the payee. (Mandatory)
Please attach a PAN Card copy of Payee (mandatory)

Terms and Conditions for Payments through RTGS / NEFT

1. The details provided by the Customers in the Mandate Form shall be considered as final and Zurich Kotak General Insurance Company (India) Limited shall not be responsible for cross verification of any of the details provided therein.

2. The RTGS / NEFT facility shall be effective for the respective Customer(s) within 15 days of the receipt of the Mandate Form by Zurich Kotak General Insurance Company (India) Limited and/ or within such period as may be reasonably required by Zurich Kotak General Insurance Company (India) Limited to activate the RTGS/ NEFT facility.

3. The Customer agrees that under the RTGS/ NEFT facility, there may be a risk of non-payment in the Account of Customer on the day of the credit of Payments due to change in the applicable regulations pertaining to RTGS/ NEFT facility or due to any other reasons without any fault/inaction/failure on part Zurich Kotak General Insurance Company (India) Limited or any factor beyond the control of Zurich Kotak General Insurance Company (India) Limited

4. The Customer agrees to indemnify, without delay or demur, Zurich Kotak General Insurance Company (India) Limited and its agents and keep Zurich Kotak General Insurance Company (India) Limited and its agent indemnified harmless at all times from and against any and all claims, damages, losses, costs, and expenses (including attorney's fees) which Zurich Kotak General Insurance Company (India) Limited may suffer or incur, directly or indirectly, arising from or in connection with, amongst other things, either of the aforesaid reasons stated in above clauses.

5. Zurich Kotak General Insurance Company (India) Limited may sub-contract and employ agents to carry out any of its obligations under the RTGS/ NEFT facility. The Customer may discontinue or terminate the use of RTGS / NEFT facility by giving a minimum of 15 days prior written notice to Zurich Kotak General Insurance Company (India) Limited. The date of notice for Zurich Kotak will be the date of receipt of such notice by Zurich Kotak. The notice of such termination should be given to Zurich Kotak only at its corporate address and be addressed at Zurich Kotak General Insurance Company (India) Limited, 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai - 400063.

6. A confirmation of the receipt of termination notice given by the Customer will be acknowledged through a confirmation letter by Zurich Kotak General Insurance Company (India) Limited In no case can the Customer construe his termination notice as effective unless a confirmation has been provided by Zurich Kotak to the Customer stating the date of receipt of such communication by the Customer.

7. The Customer agrees that transaction(s) through RTGS/ NEFT facility may attract inward RTGS/ NEFT charges, which if levied by the Customer's bank, shall be borne by the Customer

8. Zurich Kotak has the absolute discretion to amend or supplement any Terms and Conditions stated herein at any time and will endeavour to g i v e prior notice of Ten days for such changes wherever feasible for the terms and conditions to be applicable. By using the new services, or at t h e completion of such period, whichever is earlier, the Customer shall be deemed to have accepted the changed terms and conditions.

9. Submission of documents or bank details or any other information does not in any way, shape or form, imply or express or suggest admission of liability by the company.

10. Notices under these terms and conditions may be given in writing by delivering them by hand or e-mail or on Zurich Kotak General Insurance Company (India) Limited website www.zurichkotak.com or by sending them by post to the last address of the Customer.

11. These terms and conditions will be governed by the laws of India and any legal action or proceedings arising out of these Terms and Conditions shall be initiated in the courts or tribunals in India.

12. I / We further undertake to refund any excess amount whether demanded by Zurich Kotak General Insurance Company (India) Limited or not, which has been credited in excess to my account at any time due to any reason within 7 days of such receipt of such communication from the Company of such excess credit or such information of excess credit coming to the knowledge of the Customer through any other source.

I/ We agree that my/our claim payment will be credited from the date Zurich Kotak General Insurance Company (India) Limited gets confirmation from its bankers, this facility will continue unless it is revoked by any party and any issuance of relevant credit instruction from Zurich Kotak General Insurance Company (India) Limited to its bankers will be valid till such instruction is complete irrespective of the fact that the notice period has expired provided such a credit request has been made by Zurich Kotak General Insurance Company (India) Limited before the expiry of the notice period of the customer

Signature of the Account Holder