

IFFCO - TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO SADAN,C1 Distt Centre,Saket,New Delhi- 110017

Workmen's Compensation Policy Schedule



ORIGINAL FOR RECIPIENT

GST Applicable

Servicing Office: Office No 4 & 5, 3rd Floor, Aurangabad Business Center - East, Plot No D-5/1A, 1B & 1C, Chikalthana MIDC Aurangabad-431006 State Code: 27, GSTIN: 27AAACI7573H1ZC General Insurance Services : 997133

Insured's name:	SHIVAM GINING AND PRESSING PRIVATE LIMITED						
Address:	Gat No 109/1, Kothada Shivam Ginning And Pressing				Unique Invoice No	: 43257220	
	Pvt Ltd, Raingon, Tal Navapur Nandurbar, Maharashtra				Policy No	: 43257220	
	GADAD MAHARASHTRA Pincode: 425418			Date of Issuance	: 29/03/2022		
State Code/ Place	27 Co	ountry Name:	India	GSTIN: 27AAJCS0364D1ZI Policy effective from 0001 hrs 29/03/2022		3/2022	
of Supply:			-				
Phone Number:		C/N No:		Agent No. A9000194 A9A		To MidNight 28/05/2022	
Aadhaar No.:				Agent Name: JAINUINE INSURANCE BROKERS PVT LTD.			

	Taxable Value	CGST	SGST	IGST	CESS
Rate		9.00	9.00	0.00	0.00
Amount	8622.60	776.03	776.03	0.00	0.00
Total Tax		₹1552.06		Total Value	₹10174.66

Trade or Business	Workers of Cotton Mills
Place of Employment(s)	Gat No 109/2, Kotada, Shivam Ginning And Pressing
	Tal- Navapur, Dist- Nandurbar -425418

Sr. No.	Category of Employ	ee	Estimated Total Wag	es,Salaries and other e	Rate (%)	Premium without
						Service Tax (Rs.)
1	32 Workers at 15000 Salary		960000.00		5.3744	51594.24
			Overall Total Wages		960000.00	

Additional Clauses /Endorsements / Other details ,If any
Classification No - 104
Nature Of Work - Workers of Cotton Mills
No of Employees: 32/- Total Wages - Rs. 9,60,000/-

Salary for Each Employee: Rs. 15,000/- Per Month
Risk Location Address - Gat No 109/1, Kotada, Shivam Ginning
And Pressing, Tal- Navapur, Dist- Nandurbar -425418
"Any Risk Location where the employees are working with in
India where insured/contractors or sub contractors (where
ever applicable) is/are carrying out the contract".
Medical Ext Maximum Limit - Rs. 5,00,000/- Per Person Per
Incident
Jurisdiction of Court and Area of Coverage will be India
Only.
Occupational and Compressed air Disease not covered.
All other terms and conditions as per ITGI's Standard WC
policy only.
Supporting Warranty & Clause:-
Occupational diseases are not covered
Compressed air diseases are not covered
Terrorism is not covered
Warranted that no underground work and/or blasting is
carried our at the work site.
Employees covered under ESI will not be covered under this
policy.
Cover for contractors and sub-contractors added unless
endorsed and declared from time to time
No material alteration to the proposed interests and No
loss occurrences/ deterioration in the Loss Record (as
originally advised) prior to attachment of Cover
All other terms and conditions as per ITGI's Standard WC
policy Only.

Agent Name & Telephone No:

JAINUINE INSURANCE BROKERS PVT LTD.

The Policy is subject to following endorsement(s) - Endorsement No / Endorsement Wording

The Policy is subject to the following Warranties / Conditions/ Definitions

1. Coverage of Employees should be as per The Indian Employee's Compensation Act , 1923.

2. Wage & Attendance register must be maintained.

Exclusion: Losses or damages caused directly or indirectly due to any infectious or contagious disease, pandemic /epidemics as declared by WHO and / or

Government of India will be an exclusion under this policy.

The Coverage is as per Policy Wordings / Endorsements / Clauses attached with the Policy Schedule. Please go through Workmen's Compensation Policy and in

case of discrepancy, Please inform us.

Coorporate Identity Number(CIN): U74899DL2000PLC107621

Toll Free : 1-800-103-5499 ; Other : (0124) 428-5499 ; SMS "claim" to 56161

Policy Issuing Office: Delhi

Consolidated Stamp Duty deposited as per the order of Government of National Capital Territory of Delhi

Workmen's Compensation Insurance - Policy Wordings

Employee's Compensation Act 1923, Indian Fatal Accidents Act 1855, Common Law

WHEREAS the Insured carrying on the Business described in 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 IFFCO TOKIO GENERAL INSURANCE CO.LTD. (here in after called The Company) for the insurance hereinafter 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 Insurance any 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 thereof 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.

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 by virtue of an agreement but which would not have attached in the absence of such agreement

d. Any sum which the Insured would have been entitled to recover from any party but for an 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 the Schedule 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 in writing 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.
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 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 descretion 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.

6. 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 salary and 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 expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

7. The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition 6.

8. If any difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act 1940, as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be condition to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. 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 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.

10. It is here by understood and agreed that the cover provided under this Policy shall not extend to indemnify the Insued/Insureds in respect of any interest and/or penalty which may be imposed on him/them on account of his/their failure to comply with the requirements laid down under the Workmen's Compensation Act ,1923 and subsequent amendements of the said Act.

11. The terms earnings, wages and salaries shall mean the employees total remuneration paid or fallen due for payment including overtime, value of board and/or

lodging, housing accommodation bonuses and all other perquisites privileges or benefits in kind or money, received by the employees from the employer in connection with their employment which are capable of being estimated in money. These terms do not however include any travelling allowance or the value of any travelling concession or a contribution paid by the employer of a workman towards any pension or provident fund or a sum paid to a workman to cover any special expenses entitled on him by the nature of his employment. No deductions shall be made in respect of any contributions paid by employees in connection with pension or provident funds or of income tax deducted at source.

Terrorism Damage Exclusion Warranty

Terrorism / Terrorist Incident of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss is not covered.

Terrorism / Terrorist Incident : Means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or the commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.
