



**IFFCO TOKIO GENERAL INSURANCE COMPANY
LIMITED**

Workmen's Compensation Policy


For

MORYA CONSTRUCTIONS

Period of Insurance: 28/05/2022 To 27/06/2022

Policy No: 43262476



	IFFCO-TOKIO General Insurance Company Limited <i>Regd. Office: IFFCO SADAN, C1 Distt Centre, Saket, New Delhi-110017</i> <i>Corporate Identification Number (CIN) U74899DL2000PLC107621, IRDA Reg. No. 106</i> Workmen's Compensation Policy Schedule CUM TAX INVOICE		Issuing Office	SBU	A9
			IFFCO TOKIO GEN INS CO LTD Office No 4 & 5,3rd Floor, ABC East, Plot No.D-5/1A,1B&1C Chikalthana MIDC AURANGABAD MAHARASHTR 431006 INDIA GSTIN : 27AAACI7573H1ZC General insurance Service :9971 Phone No: Agent Name: JAINUINE INSURANCE BROKERS PVT Agent No: A9000194 Agent Mobile No: NA		
Insured	MORYA CONSTRUCTIONS		Policy Invoice No	1-2EWJYJB	
Address	Plot No. 148, Samarth Nagar Aurangabad		Policy No	43262476	
Phone #	AURANGABAD MAHARASHTR INDIA		Date Of Declaration		
	XXXXXXX955	Pin Code 431001	Period of Insurance		
State code	27	GSTIN 27AAZFM8143R1Z0	To Mid Night on	28/05/2022	
State	MAHARASHTR	Country	INDIA		
Nature of Work	Civil Work/Building Construction				
Place of Employment	Sterlite Technologies Ltd. E1, E2, E3, & Gat No. 14, Waluj, Aurangabad - 431136				
Classification	157				

Premium Details					
Gross Premium (Taxable Value)	Rs. 680.57	Net Premium Payable (Total Invoice Value)		Rs . 803.57	
	CGST	SGST	UGST	IGST	CESS
Percentage (%)	9	9			0
Amount (Rs.)	61.25	61.25			0

Category of Employee	Total Workers	Estimated Total Wages And Salaries And Others
Skilled and Unskilled Workers	3	45000



<p>Additional Clauses/Endorsements/Other Details, if any</p>	<p>Employees Compensation Endorsement 345 (Erstwhile Tariff)-</p> <p>Coverage of Medical Expenses: In consideration of the payment of an additional premium it is hereby understood and agreed that this Policy subject to its terms provisions and conditions is extended to indemnify the Insured in respect of the reasonable medical surgical and hospital expenses (including cost of conveyance to hospital) incurred by the Insured for treatment of Injury to which the indemnity granted under this Policy applies or would have applied had disablement exceeded three days.</p> <p>Provided always that the liability of the Company under this endorsement shall be limited to Rs (200000) in respect of each Employee per accident.</p> <p>Subject to otherwise to the terms, provisions and conditions of the Policy.</p>
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The Policy is subject to following endorsements – Endorsements No/ Endorsements Wordings

Endorsement No 237

The policy is subject to the following warranties/conditions/definitions

1. Coverages of employees should be as per The Indian Employee's Compensation Act. 1923
2. Wage and attendance register must be maintained.

The Coverage is as per policy wordings/Endorsements/Clauses attached with policy schedule. Please go through Workmen's Compensation Policy and in case of discrepancy, Please inform us. Please go through the Policy and in case of any discrepancy, please inform us.

Service Tax No: AAACI7573HST001

CIN No.: 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.

For IFFCO-TOKIO General Insurance Co. Ltd


Subrata Mondal

For quick access to policy services and claim intimation & settlement kindly download our customer application from -

<https://play.google.com/store/apps/details?id=com.iffcotokio.CustomerApp> or <https://apps.apple.com/in/app/iffco-tokio-customer/id1346469176/?platform=iphone>

Or Call our toll free number – 1 800 103 5499.



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 here on 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 defense 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.



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 fulfillment 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 Insured/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 amendments 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.

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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,

Communicable Disease Exclusion Clause:

1. Notwithstanding any provision, clause or term to the contrary, this policy excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
 - 1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and
 - 1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
 - 2.1 the disease includes, but is not limited to an illness, sickness, condition or an interruption or disorder of bodily functions, systems or organs, and
 - 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
 - 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal.



2.4 the disease, substance or agent is such:

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected

shall not be covered by this policy.

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this policy that is affected by such Communicable Disease.



5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this policy (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this contract by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this policy that would otherwise be excluded through the exclusion set forth in this clause.

6. If the Insurer alleges that by reason of this clause, any amount is not covered by this policy, the burden of proving the contrary shall rest with the Insured.