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M/S ALFA TRADING COMPANY

PLOT NO 19, FRIENDS COLONY, KRANTI CHOWK, KOKAN WADI, AURANGABAD, MAHARASHTRA, 431005,

Subject: Reliance Employees Compensation Insurance Policy Schedule Policy No: 170822227110001407
Dear M/S ALFA TRADING COMPANY,

#### Welcome to the Reliance General Insurance family!

We are delighted to have you as our valuable customer and are truly thankful that you have chosen Reliance General Insurance for your Insurance requirements.

We are pleased to inform you that you have been insured under Policy No.170822227110001407. Attached herewith your policy document, with all the details which have been prepared based on the details furnished to us. We request you to kindly go through the same.

For any discrepancy in the document, kindly write to us immediately for necessary rectification. In the absence of any communication from your end, the contents and coverage of the policy shall stand accepted by you.

To enable us to serve you better, you are requested to mention your Policy Number in all your further correspondences With Reliance General Insurance, you get nothing less than excellent and unparalleled services. Thanking you once again for choosing us. Look forward to a long lasting and delightful relationship.

Yours sincerely,

For Reliance General Insurance Company Limited

Authorized Signatory

## **Employees Compensation Insurance Policy Schedule**

	7.0
Policy Number : 170822227110001407	Proposal No : R22082226555
Insured : M/S ALFA TRADING COMPANY	Period Of Insurance : From 22/08/2022 to 21/02/2023 (both days inclusive)
Communication Address & Place of Supply: PLOT NO 19, FRIENDS COLONY, KRANTI CHOWK, KOKAN WADI, AURANGABAD, AURANGABAD, MAHARASHTRA, 431005,	Policy Issuing Office Address: RELIANCE GENERAL INSURANCE COMPANY LIMITED 6TH FLOOR, OBEROI COMMERZ, INTERNATIONAL BUSINESS PARK, OBEROI GARDEN CITY, OFF WESTERN EXPRESS HIGHWAY, GOREGAON (EAST), MUMBAI – 400 063
Business : Building demolition Height - 80 Feets	Policy servicing address : C-9 & C-10, Second Floor, ABC Complex, Adalat Road AURANGABAD AURANGABAD MAHARASHTRA 431001
Details of previous policy (if renewal) :	Date of proposal & declaration : 22/08/2022
Previous policy No:	
Mobile No : <b>8055565559</b>	Email IE:
GSTIN/UIN of the Insured : 27AMZPK3956G1ZC	Tax Invoice No. & Date: R22082226555 & 22/08/2022
Risk Locations : Anywhere in MAHARASHTRA State	

Laws: The Policy covers Liability of the Insured under the following Law(s) shown as covered, subject to claim being otherwise admissible as per terms, conditions and exclusions of the Policy and subject to Limit of Indemnity as stinulated against each

Law / Act	Limit of Indemnity	Coverage
Employee's Compensation Act, 1923 and subsequent amendments thereof prior to the	amount of liability incurred by the insured as per act for any	Yes
The Fatal Accidents Act, 1855	Subject otherwise, to the terms, conditions & Exclusions of the Policy	Yes
c) Common Law	Subject otherwise, to the terms, conditions & Exclusions of the Policy	Yes

			200	
Premium Details		Amount (`)		
Net Premium		9,391.56		
CGST (9%)		845.24		
SGST (9%)		845.24		
Total Premium (`)		11,082.00		

Consolidated Stamp duty Paid vide Letter of Authorisation No "LOA NO.CSD/411/2022/ (Validity Period from Dt. 21/07/2022 to Dt. 15/07/2023) /3178 DT.21 JUL 2022" at General Stamp Office, Mumbai.\*\* Not Applicable for the State of Jammu & Kashmir.

GSTIN: 27AABCR6747B1ZG, SAC 997139

Description of services: Other non-life insurance services (excluding reinsurance services)



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Details of Employee Covered						
Description of work done by Employees		Declared Number	Declared Wages during	Finals No.	OL N	
Occupancy	Designation	of Employees	the Period of Insurance	Endt. No.	Class No.	
Builders -All employees engaged in shop or yard or in construction/ demolition of buildings and other civil construction like dams, bridges etc. incl. excavation Excl. blasting and tunneling	ce Company Limit	15	1,361,096.00	Minited	46	
Total	00	15	1,361,096.00		00	

17BRG276 / JAINUINE INSURANCE

9850049400

Intermediary Code/Name

Intermediary Contact No.

Intermediary E-mail ID

## Subject to following clauses Conditions:

- Including Cover for Contractors & sub Contractors workers subject to submission of details at the time of claim.
- Previous Loss History:NIL
- •Warranted that attendance and wage register is maintained at the place of employment by the Insured as per statutory requirements/ compliance and to be submitted when required by insurer.
- The change in place or nature of employment as when if any during the policy period to be informed to the insurer mandatorily and the same shall be covered at the sole discretion of Insurer and if additional premium is required the same shall be charged
- The total number of employees/workers mentioned against each job description and occupation should not exceed at any time and if it is exceeding the same should be informed to the insurer and premium should be paid accordingly and in case of any violation claim shall not be admissible
- Warranted that no tunneling work/ underground work and/ or blasting is carried out at the work site.
- Losses / damage due to war , Civil war , Nuclear energy and radio active effects are excluded
- Occupational Diseases stand excluded.
- The workman under the influence of liquor or drugs is excluded.
- The willful disobedience by the workman of orders and rules expressly given to secure the safety of the workmen is excluded.
- Workers to follow all safety measures as per industry standards at all times.
- Onus of proof lies with the insured for employment and coverage under the policy for the person on behalf of whom the claim is made, to furnish the total number of employees/workers working on site at the time of accident.
- Endorsement no :NA
- Policy is subject to No past insurance claims history.
- Medical Extension : Provided on Actuals



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#### **Exclusions:**

- a.-Fireworks, ammunitions, fuses, cartridges, powder, nitro-glycerine, or any explosives.
- •b.-Gases and or air under pressure in containers.
- c.-Petrochemicals and also chemicals of a "toxic" (as defined under Indias Public Liability act 1991), noxious, explosive and or highly flammable nature.
- •d.-Asbestos and or asbestos products other than
- The storage, Transport and / handling of any of the substances above mentioned other than (d) which is merely incidental to the operations and/or trade of the insured not otherwise excluded, is hereby covered.
- Losses suffered in the course of the construction, maintenance and demolition of towers, steeples, bridges, flyovers and other walkways and road bridges not longer than 300 meters and road bridges with unsupported span longer than 100 meters.
- Losses suffered in the course of shipbuilding, ship repairing and ship breaking other than pleasure crafts, stevedoring and or harbour / long shore work and Sub-aqueous work
- Service in any kind of armed forces (including, but not limited to military, police, security services).
- Workers engaged in underground and/or underwater mines and underground services.
- Subaqueous work.
- Quarries where explosives are used.
- Employees stationed outside India.

In Witness whereof this policy has been signed at Mumbai on policy tax invoice date in lieu of Proposal No. as mentioned in the policy. Warranted that in case of dishonor of premium cheque(s) the company shall not be liable under the policy and the contract shall be void abinitio"

This document shall be treated as a Tax Invoice as per Rule 9(2) of the Goods and Services Tax Invoice Rules. The policy wording with detailed terms, conditions and exclusions are available on our website **www.reliancegeneral.co.in** In case of a renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may be subject to change.

Grievance Clause: For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call at 1800 3009 or may write an email at rgicl.services@relianceada.com. In case the insured is not satisfied with the response of the office, insured may contact the Nodal Grievance Officer of the Company at rgicl.grievances@relianceada.com. In the event of unsatisfactory response from the Nodal Grievance Officer, insured may email to Head Grievance Officer at rgicl.headgrievances@relianceada.com. In the event of unsatisfactory response from the Head Grievance Officer, he/she may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. Details of the offices of the Insurance Ombudsman are available at IRDAI website www.irda.gov.in or on company website www.reliancegeneral.co.in or on www.gbic.co.in. The insured may also contact the following office of the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the Company is located.

Office of the Insurance Ombudsman,3rd Floor,Jeevan Seva Annexe,S. V. Road,Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in | Shri. A. K. Sahoo Office of the Insurance Ombudsman,Jeevan Darshan Bldg.,3rd Floor,C.T.S. No.s. 195 to 198,N.C. Kelkar Road,Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@gbic.co.in

For: Reliance General Insurance Co Ltd.

**Authorised Signatory** 



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## Forming A Part Of Policy No. 170822227110001407

Employees Compensation Endorsement 345 (Erstwhile Tariff)

Coverage for 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 costof conveyance to hospital) incurred by the Insured for treatment of injury to which the indemnity granted under this policy applies had disablement exceeded three days.

Provided always that the liability of the Company under this endorsement shall be limited to as per actual in respect of each Employee per person per accident, and the aggregate liability of the Company for all accidents during the Period of Insurance to Rs.500000.00 /-

For: Reliance General Insurance Co Ltd.

**Authorised Signatory** 

Reliance General Insurance Company Limited.



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## Attached to and Forming A Part Of Policy No. 170822227110001407

# WC Endorsement 179 (Erstwhile Tariff) Coverage for Contractors Workers/Employees:

Insured: M/S ALFA TRADING COMPANY (Policy No. 170822227110001407)

In consideration of the payment of an additional premium it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to Employee in the employment of Contractors performing work for the Insured while engaged in the Business and occupations in respect of which the within Policy is granted, but only so far as regard claims under the Workmen Compensation Act,1923, and subsequent amendments of said Act prior to the date of the issue of the this Policy.

**List of Contractors/Sub-Contractors** 

SrNo	Name	No. of Worker	Communication Address	Location Address	Contractor/ Subcontractor
1	49	114.	0	6	

Subject to otherwise to the terms, provisions and conditions of the within Policy.

For: Reliance General Insurance Co Ltd.

**Authorised Signatory** 



## Attached to and Forming A Part Of Policy No. 170822227110001407

#### **Coinsurance Clause**

- 1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:
  - 1.1 In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or
  - 1.2 To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

#### 2. Co-insurance Schedule:

SrNo	Name of the Insurer	Share (%)
1 0	Reliance General Insurance Company Limited	100%

### 3. Conditions forming part of this clause

It is hereby agreed and understood that:

- 3.1 The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy
- 3.2 To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy
- 3.3 It shall be the responsibility of the insured or his authorised representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- 3.4 The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary.
- 3.5 It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- 3.6 During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation BID080520 in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- 3.7 The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement
- 3.8 In the event of any of the insurers, chosen by the Insured as per paragraph 3.1 above and listed in the co-insurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part there of which is not taken up by such alternative co-insurer
- 3.9 In the event of any of the insurers, chosen by the Insured as per paragraph 3.1 above and listed in the co-insurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part there of which is not taken up by such alternative co-insurer
- 3.10 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.11 In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss
- 3.12 In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand. Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- 3.13 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause

In witness, whereof, this policy has been signed by Reliance General Insurance Co Ltd. General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein

Reliance General Insurance Company Limited.

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Subject otherwise to the terms, exceptions, conditions and limitations of this policy



## Attached to and Forming A Part Of Policy No. 170822227110001407

## **EMPLOYEES COMPENSATION POLICY**

WHEREAS the INSURED by Proposal which shall be the basis of this contract and deemed to be incorporated herein has applied to the RELIANCE GENERAL INSURANCE COMPANY LIMITED (hereinafter called the "Company") for the insurance hereinafter contained for the Business described in the Schedule and has paid or agreed to pay the premium stated in the Schedule as consideration for such insurance.

NOW THIS POLICY WITNESSETH, subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance any Employee of the Insured shall sustain personal Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then Company shall indemnify the Insured upto the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any claim for such compensation incurred with the Company's consent

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefore, 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.

### **DEFINITIONS**

Certain words used in this Policy and shown in bold are defined hereunder and shall have such meaning wherever they appear in this Policy

Business means the Business of the Insured as specified in the Schedule in respect of which this Policy is issued.

Injury means physical bodily injury including death resulting from such Injury arising out of an accident but does not include any mental sickness, disease, Occupational Disease or illness, unless caused by such physical bodily injury.

Insured means the person or organization specified in the Policy Schedule but does not include their Contractors or Sub Contractors. Occupational Disease means any disease listed under Schedule III of the Employees' Compensation Act. 1923 contracted by an Employee due to employment in the Business.

Wages means the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of a employee towards any pension or provident fund or a sum paid to a employee to cover any special expenses entailed on him by the nature of his employment.

Employee means such person or persons in direct employment under the Insured in the Business covered under this Policy, but shall not include any person employed under a Contractor or Sub-Contractor of the Insured unless specifically shown as covered in the Schedule.

- a) any particular claim by an Employee and
- b) all claims arising out of all accidents for any number of Employees during the Period of Insurance.

Limit of Liability means the maximum amount of indemnity specified in the Schedule that will be provided under this Policy by the

- a) any particular claim by an Employee and
- b) all claims arising out of all accidents for any number of Employees during the Period of Insurance.

### **EXCLUSIONS**

- a) This Policy shall not cover liability of the Insured
- b)For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or 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, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste form the combustion of nuclear fuel.
- c) For Occupational Diseases contracted by an Employee
- d) For interest and/or penalty imposed on the Insured under any law or otherwise.
- e) Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee
- f) For persons employed in the Business under a Contractor or Sub-contractor of the Insured unless specifically
- g) For Injury sustained by person whilst in the employ of the Insured otherwise than in the Business and/or who has is not declared for insurance under this Policy
- h) Assumed by agreement which would not have attached in the absence of such agreement

Reliance General Insurance Company Limited.

IRDAI Registration No. 103

An ISO 9001:2015 Certified Company

Registered & Corporate Office: Reliance General Insurance Company Limited 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai – 400 063



- i) For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- j) For any accident occurring whilst the Employee is under the influence of Intoxicating liquor or drugs.
- k) For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

#### CONDITIONS

- **1.The Contract:** This Policy and the Schedule shall be read together as one contract and any word defined herein and shown in bold shall bear such specific meaning wherever it may appear in the Policy or the Schedule
- **2.Due Observance:** 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 shall be condition precedent to any liability of the Company to make any payment under this Policy.
- **3.Mis-representation/Non-Disclosure:** This Policy shall be void in the event of any mis-representation or non-disclosure in the Proposal and the Insured is deemed to warrant the truth and accuracy of the statements and answers in the Proposal which form the basis of this Policy.
- **4.Written Communication:** Every notice or communication to be given or made Under this Policy shall be delivered in writing to the Company.
- **5.Safeguards:** The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the Business.
- **6.Claim Intimation:** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible, and in any case within a period of thirty days of such occurrence, give notice thereof to the Company in writing with full particulars. Every letter claim writ summons and process shall benotified to the Company immediately on the 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.
- **7.Company's Rights After Loss:** 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, without being obliged to do so, 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.
- **8.Duty to Declare Employees & Wages:** It is clearly agreed and understood that the Insured shall be bound at all times to declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated.
- 9.Average: Notwithstanding anything contained hereinabove,
  - a) If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall be indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident:-
  - I. If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual wages paid during such period to determine applicability of this clause.
  - II. If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.
  - b) If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.
- 10. In case of increase in Employees or Wages subsequent to insurance, Insured shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium. The Insured shall as and when required by the Company permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof if so required the Company.

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- **11.Maintenance of record of Employees/Wages:** The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.
- **12.Contribution:** If at the time of the happening of an accident covered by this Policy there shall be any other insurance covering the same risk in respect of the Employee whether or not effected by the Insured, then the Company shall not be liable to contribute more than its rateable proportion of the amount that would otherwise be payable under this Policy.
- **13.Cancellation:** The Company or the Insured may cancel this Policy by sending at least 15 days written notice to the other party at his last known address and in such event the premium shall be adjusted in accordance with Condition 10 above.
- **14.Forfeiture:** If the Insured shall make any claim or connive in the making of any claim, knowing the claim to be false or fraudulent, the Policy shall become void and all claims will stand forfeited.

#### 15.Arbitration:

- a)If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) in respect of any claim, such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upona single arbitrator to a panel of three arbitrators to be appointed in accordance with the provision of the Arbitration and Conciliation Act, 1996. The arbitration shall be governed by India Law. The venue of arbitration shall be within India.
- b)It is clearly agreed and understood that no reference to arbitration can be made if the Company has either not admitted or has disputed liability in respect of anyclaim under or in respect of this Policy.
- c)In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.
- d)It is further expressly agreed and declared that if the Company shall disclaim liability in respect of any claim and is not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- **16.Law and Jurisdiction:** It is hereby declared and agreed that this contract of Insurance and all claims there under shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised a competent court of India. All claims shall be paid in Indian Rupees only.