

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LTD. ADDRESS: AURANGABAD BRANCH OFFICE Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony, Opp. LMS Jeweller Jaina road, Aurangabad - 431005 KRANTI CHOWK S.O CITY: AURANGABAD STATE: MAHARASHTRA GSTIN: 27AABCC6633K1ZJ	GST Invoice No.: 2712421301076 DATE: 11/01/2023 PAN: AABCC6633K SAC Code: 997139 SAC Description: Other non-life insurance services (excluding reinsurance services)
Policy Issuing Office: Aurangabad Branch Office	
Policy No: 2712/00132510/000/01	Customer Code: 1019326922980003

1	Name of Insured	BIHANI BINAYAKE COTEX PVT LTD
1.a	Name of Additional Insured	
2	Business/ Profession	Ginning And Pressing
3	Nature of the work	Ginning And Pressing
4	Address of Insured	AT SATONA ROAD SELU SAILU S.O PARBHANI MAHARASHTRA PIN - 431503 GST No.: 27AACCB4793N1Z4
5	Aadhar No.	-
6	PAN No.	AACCB4793N
7	Premium Receipt	1055973605 Date: 09/01/2023
8	Period of Insurance	From 10/01/2023 00:01 Hours to Midnight on 09/01/2024
10	Total Sum Insured (Rs.)	97,20,000.00
11	Scope of Cover	Table A
11.a	Coverage Details/ Law Applicable	Employee compensation Act 2010(as amended from workmen's compensation Act 1923), Fatal Accidents Act, 1855 and Common Law
12	Extensions	
13	Specific Conditions/ Warranties	1. Notwithstanding any provision to the contrary, this policy/insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following including any fear or threat thereof, any action taken or failure to take action in controlling, preventing, suppressing or in any way responding to such whether actual/ alleged/ threat or perceived of: a ) Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or b ) Coronavirus (COVID-19) including any mutation or variation thereof; or c ) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority. If the insurer alleges that, by reason of this exclusion, any amount is not covered by this policy/insurance, the burden of proving the contrary shall rest on the insured. 2. 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 in connection with any case of injury to which the indemnity granted under this policy applies. 3. Medical Expenses granted under the policy is Rs. 500,000 per person. 4. Work involved in live Transmission & Distribution lines are absolutely excluded from scope of cover.
14	Specific Exclusions	
15	Premium(Rs)	72,902.00
16	CGST (9%)	6,561.00
17	SGST (9%)	6,561.00
18	IGST (0%)	0.00
19	Amount Payable(Rs.)	86,024.00
20	Co-Insurance Details	

16	Name/ Estimated Number of Employees	Occupation of Employees	Estimated Total Salaries Wages and Other Money Earnings	Contractor Sub-Contractor Name(if Applicable)	Place or Places of Employment
1	52	Skilled & Unskilled	9,360,000.00	No	Bihani Binayake Cotex Pvt Ltd At Satona Road, Selu Dist-Parbhani. 431503
2	2	Commercial Travellers	360,000.00	No	Bihani Binayake Cotex Pvt Ltd At Satona Road, Selu Dist-Parbhani. 431503

- Employee compensation Act 2010 (as amended from Workmen's compensation Act 1923) and subsequent amendments of the said Act prior to the date of the issue of the policy provided that the insurance granted hereunder is not extended to include: any interest and/or penalty imposed on the insured on account of his/their failure to comply with the requirements laid down under the Employee compensation Act 2010 (as amended from Workmen's compensation Act 1923).
- The Fatal Accidents Act, 1855 and subsequent amendments of the said Act prior to the date of the issue of the Policy provided that the Insurance granted hereunder is not extended to include: any interest and/or penalty imposed on the Insured on account of his/their failure to comply with the requirements laid down under The Fatal Accidents Act, 1855.
- Common Law.

Warranted that in case of a claim, if the declared wages is found to be less than the actual wages then three times the difference of the premium charged and the actual premium payable shall be charged prior to settlement of the claim.

- The coverage is for all or none basis. The number of employees / workers on the roll (including Contractor and Sub Contractor wherever applicable) at no point of time should be more than the number of employees / workers insured at that point of time. Else admission of liability under the policy will be prejudiced
- The coverage does not extend to any medical expenses reimbursement
- The liability of the company shall not exceed the amount arrived at as per provisions of W C Act considering the actual wages declared by the insured under policy and which is the basis for premium computation. If the actual compensation awarded by the authority as per W C Act exceeds the liability of the insurer as above, the difference shall have to be borne by the insured. This is not applicable for Common law awards.
- All contractors & sub contractors employees are not covered provided they are declared in the proposal form or endorsed from time to time
- Premium computation is based on the average monthly income declared by the insured and its subject to adjustment depending on actual disbursement of actual wages / salaries.
- Occupational Diseases not covered
- Workmens Compensation Amendment Act 1923 renamed as The Employees Compensation (Amendment) act, 2009 wherever Workman or workmen is mentioned in the entire Act, the same need to be read as Employee

Consolidated Stamp Duty Paid Vide G.O. Rt No. 525 ,Commercial Taxes and Registration (j1) Department, Tamil Nadu dated 23/12/2022 .

<b>Intermediary Name: JAINUINE INSURANCE BROKERS PRIVATE LIMITED</b> <b>Code: 200149210153</b>	<b>Contact No: 8149178773</b>  <b>POSP Aadhaar No.:</b>
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Note: The Certificate of Insurance / Policy Schedule is an important document issued based on your declaration. We request you to verify the details and ensure that everything is in order. In case of any discrepancies, please contact us within 15 days from the date of issuance of policy.

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Date : 11/01/2023

Authorised Signatory

Regd.&Head Office:Dare House, 2nd Floor, No.2, N.S.C Bose Road, Chennai-600 001, India  
CIN: U66030TN2001PLC047977 | IRDAI Reg. No. 123

Whether tax is payable under reverse charge basis - No..

CHOLAMANDALAM MS

**THE EMPLOYEES COMPENSATION INSURANCE POLICY**

WHEREAS the Insured carrying on the Business described 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 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 therefor 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 to virtue to 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.

**1. Mechanism for Grievance Redressal:**

As an esteemed customer of our Company, You can contact us to register complaint/ grievance, if any, including servicing of Policy, claims etc. with regard to the insurance Policy issued to You. The contact details of our office are given below for Your reference.

If any Grievances / issues on claims pertaining to Senior Citizens, Insured can register the complaint / grievance which shall be processed on Fast Track Basis by dedicated personnel.

**9.1 Contact Information**

SMS: "CHOLA" TO 56677 \*(Premium SMS charges apply)

Email- [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

Web site: [www.cholainsurance.com](http://www.cholainsurance.com)

**9.2 For Complaints**

If You have not received any reply from us within 3 days from the date of the lodgement of complaint or if You are not satisfied with the reply of the Company, you can contact the IRDA Grievance Call Centre at the toll free no. 155255 or email at [complaints@irda.gov.in](mailto:complaints@irda.gov.in) for registering the grievance or the nearest Insurance Ombudsman, whose addresses are mentioned below:

**Nearest Insurance Ombudsman Offices**

Sl. No.	Office of the Ombudsman	Name of the Ombudsman and Contact Details	JURISDICTION
1	AHMEDABAD	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:– 079–27546150/139, Fax:– 079–27546142 Email:– <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
2	BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57–27–N–19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru–560 078. Tel.:– 080–26652048 / 26652049 Email:– <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>	Karnataka.
3	BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:– 0755–2769200/201/202, Fax:– 0755–2769203 Email:– <a href="mailto:bimalokpalbhopal@gbic.co.in">bimalokpalbhopal@gbic.co.in</a>	States of Madhya Pradesh and Chattisgarh.
		Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar –	

4	<b>BHUBANESHWAR</b>	751 009.Tel.:– 0674–2596461 / 2596455, Fax:– 0674–2596429 –Email:– bimalokpal.bhubaneswar@gbic.co.in	State of Orissa.
5	<b>CHANDIGARH</b>	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.Tel.:– 0172–2706196/5861 / 2706468, Fax:– 0172–2708274, Email:– bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
6	<b>CHENNAI</b>	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:– 044-24333668 / 24335284, Fax:– 044–24333664, Email:– bimalokpal.chennai@gbic.co.in	State of Tamil Nadu and Union Territories – Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
7	<b>DELHI</b>	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.Tel.:– 011–23239611/7539/7532, Fax:– 011-23230858, Email:– bimalokpal.delhi@gbic.co.in	State of Delhi
8	<b>ERNAKULAM</b>	Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam – 682 015.Tel.:– 0484–2358759/2359338, Fax:– 0484–2359336, Email:– bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe—a part of Pondicherry
9	<b>GUWAHATI</b>	Office of the Insurance Ombudsman, 'Jeevan Niveshâ€™™, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:– 0361– 2132204 / 2132205, Fax:– 0361–2732937, Email:– bimalokpal.guwahati@gbic.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	<b>HYDERABAD</b>	Office of the Insurance Ombudsman, 6–2–46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad – 500 004. Tel.:– 040–65504123/23312122, Fax:– 040–23376599, Email:– bimalokpal.hyderabad@gbic.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
11	<b>JAIPUR</b>	Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur – 302005. Tel.:– 0141–2740363, Email:– bimalokpal.jaipur@gbic.co.in	State of Rajasthan.
12	<b>KOLKATA</b>	Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata – 700 072. Tel.:– 033–22124339 / 22124340, Fax:– 033–22124341, Email:– bimalokpal.kolkata@gbic.co.in	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.
13	<b>LUCKNOW</b>	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow–226 001. Tel.:– 0522–2231330 / 2231331, Fax:– 0522–2231310. Email:– bimalokpal.lucknow@gbic.co.in	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
14	<b>MUMBAI</b>	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai – 400 054. Tel.:– 022–26106928/360/889, Fax:– 022–26106052, Email:– bimalokpal.mumbai@gbic.co.in	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15	<b>NOIDA</b>	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector–15, Gautam Budh Nagar, Noida Email:– bimalokpal.noida@gbic.co.in	States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16	<b>PATNA</b>	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna – 800 006. Email:– bimalokpal.patna@gbic.co.in	States of Bihar and Jharkhand.
17	<b>PUNE</b>	Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune – 411 030 Tel: 020 –32341320, Email:– bimalokpal.pune@gbic.co.in	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. Bottom of Form

Cholamandalam MS General Insurance company Limited

HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.

Toll Free : 1800 200 5544