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# **EMPLOYEES' COMPENSATION INSURANCE** [UIN:IRDAN123RP0032V02200203]

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY

STATE:

ADDRESS: AURANGABAD BRANCH OFFICE Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony, Opp. LMS Jeweller Jalna road, Aurangabad - 431005

KRANTI CHOWK S.O

CITY: AURANGABAD

MAHARASHTRA

GSTIN: 27AABCC6633K1ZJ GST Invoice No.: 2712539199549

DATE: 24/09/2024 PAN: AABCC6633K SAC Code: 997139

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

Policy Issuing Office: Aurangabad Branch Office

Policy No: 2712/00149841/000/00

Customer Code: 190000017600009

1	Name of Insured		WINNER			1	
1 -		itional	WINNER COTTON CORPORATION				
1.a	Insured						
2	Business/ Profession	n	Ginning & Pressing				
3	Nature of the work		Ginning & Pressing				
4	Address of Insured		PRADESH P	N ROAD, BAGOD KHARGONE, MADHYA PRADESH, 451220 KARAHI S.O KHARGONE MADHYA N - 451220 BGPJ2967G1ZQ			
7	Premium Receipt		1085986516	6 Date: 19/09/2024			
8	Period of Insurance		From 19/09	From 19/09/2024 00:00 Hours to Midnight on 18/02/2025			
10	Total Sum Insured (F	Rs.)	7,50,000.00				
11	Scope of Cover		Table A				
11.a	Coverage Details/ Applicable	Law	Employee compensation Act 2010(as amended from workmen's compensation Act 1923), Fatal Accidents Act, 1855 and Common Law 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 included: i) any interest and or penalty imposed on the Insured on account of his/their failure to comply with the requirements laid down under the W.C. Act, 1923.				
12	Extensions						
13	Specific Warranties  Conditions/1.Notwithstanding any provision to the contrary, this policy/insurance excludes any loss, damage, liability, expense, fi penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising o any of the following including any fear or threat thereof, any action taken or failure to take action in controlling, preven suppressing or in any way responding to such whether actual/ alleged/ threat or perceived of: a ) Any infectious dise virus, bacterium or other microorganism (whether asymptomatic or not); or b ) Coronavirus (COVID-19) including mutation or variation thereof; or c ) Pandemic or epidemic, as declared as such by the World Health Organization or governmental authority. If the insurer alleges that, by reason of this exclusion, any amount is not covered by 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 e xtended to indemnify the Insured in respect of the reasonable medical surgical a nd hospital expenses (including cost of conveyance to hospital) incurred by the Insured in connection with any case of injury to which the indemnity granted und er this policy applies.  3. Work involved in live Transmission & Distribution lines are absolutely excluded from scope of cover  4. ME Rs.5 lakhs per person per case.					stion with, or in any way involving or arising out of or failure to take action in controlling, preventing, threat or perceived of: a ) Any infectious disease, t); or b ) Coronavirus (COVID-19) including any as such by the World Health Organization or any exclusion, any amount is not covered by this red.  Independent of the world Health Organization or any exclusion, any amount is not covered by this red.  Independent of the world Health Organization or any exclusion, any amount is not covered by this red.  Independent of the world Health Organization or any exclusion, any amount is not covered by this red.	
14	Specific Exclusions						
15	Premium(Rs)		7,292.00	7.292.00			
16	CGST (0%)		0.00				
17	SGST (0%)		0.00				
18	IGST (18%)		1,313.00				
19	Amount Payable(Rs.	.)	8,605.00				
20	Co-Insurance Details	s					
			pation of oyees	Estimated Total Salaries Wages and Other Money Earnings	Contractor Sub- Contractor Name(if Applicable)	Place or Places of Employment	
1	9	Worke	ers	675,000.00	No	Winner Cotton Corporation, Katkut Road, Barwaha, Khargone, Madhya Pradesh, 451115	
2		Comn Trave	nercial llers	75,000.00	No	Winner Cotton Corporation, Katkut Road, Barwaha, Khargone, Madhya Pradesh, 451115	

<sup>1.</sup> 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).

2. 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,

### 3. 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.

- 1. 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
- 2. The coverage does not extend to any medical expenses reimbursement
- 3. 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
- 4. All contractors & sub contractors employees are not covered provided they are declared in the proposal form or endorsed from time to time 5. 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.
- 6. Occupational Diseases not covered 7. Workmens Compensation (Amendment) act, 2009 wherever Workman or workmen is mentioned in the entire Act, the same need to be read as Employee

We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule and also as per Notification No. 13/2020-CT dated 21-03-2020. This policy schedule shall be in lieu of Tax Invoice and hence no separate GST invoice required In compliance with Rule 54(2) of CGST Rules, 2017.

Consolidated Stamp Duty Paid Vide G.O. Rt No. 526 ,Commercial Taxes and Registration (j1) Department, Tamil Nadu dated 02/09/2024

Intermediary Name: JAINUINE INSURANCE BROKERS PRIVATE LIMITED				
Code: 200149210153	Contact No: 8149178773			
	POSP Aadhaar No.:			
Note: The Certificate of Insurance / Policy the details and ensure that everything is in policy.	Schedule is an important document issued based on your declaration. We request you to verify n order. In case of any discrepancies, please contact us within 15 days from the date of issuance of			
Place : CHENNAI	For Cholamandalam MS General Insurance Company Ltd. @CholaSign1			
	k e def.			
Date : 24/09/2024				
	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..

For Policy Wordings please refer our website www.cholainsurance.com

### Policy wording

# **Employees' Compensation Insurance**

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
- 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. 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- <u>customercare@cholams.murugappa.com</u>

Web site: 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 <a href="mailto:complaints@irda.gov.in">complaints@irda.gov.in</a> for registering the grievance or the nearest Insurance Ombudsman, whose addresses are mentioned below:

## **Nearest Insurance Ombudsman Offices**

SI. 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	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman

24/24, 11:26 AM		Policy Schedule Of Workmen's Compensation	Liability Policy
		Colony, Ashram Road, Ahmedabad – 380 014	and Diu.
		Tel.:- 079-27546150/139, Fax:- 079-27546142	
		Email:- bimalokpal.ahmedabad@gbic.co.in	
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:– bimalokpal.bengaluru@gbic.co.in	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:– bimalokpalbhopal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.
4	BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009.Tel.:– 0674–2596461 / 2596455, Fax:– 0674–2596429 –Email:– bimalokpal.bhubaneswar@gbic.co.in	State of Orissa.
5	CHANDIGARH	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	CHENNAI	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	DELHI	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	ERNAKULAM	Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum – 682 015.Tel.:– 0484– 2358759/2359338, Fax:– 0484–2359336, Email:– bimalokpal.ernakulum@gbic.co.in	Kerala, Lakshadweep, Mahe–a part of Pondicherry
9	GUWAHATI	Office of the Insurance Ombudsman, 'Jeevan Nivesh', 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	HYDERABAD	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	JAIPUR	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	KOLKATA	Office of the Insurance Ombudsman,Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata – 700 072. Tel.:– 033–22124339 / 22124340, Fax:– 033– 22124341,	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.
		Email:– bimalokpal.kolkata@gbic.co.in	

24/24, 11.20 AIV	'	I olicy ochequie of Workmen's compensation	Liability 1 olicy
13	LUCKNOW	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, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI	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	NOIDA	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, Kanooj, 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	PATNA	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	PUNE	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