

WORKMAN COMPENSATION INSURANCE

UIN- IRDAN115CP0017V01201920 Misc 10

POLICY SCHEDULE

Policy No. 4010/294471710/00/000 (TRUE COPY)

Issued at MUMBAI

- | | |
|----------------------------|---|
| 1. Name of the Insured: | SAMARTH ENTERPRISES |
| 2. Address of the Insured: | Rx 1/11 Hriom Housing Society Bajaj Nagar Waluj Aurangabad
Aurangabad
Maharashtra Pin- 431136 |
| 3. Total Sum Insured: | 8,10,000.00 |
| 4. Scope of cover: | |
| Main Coverage: | WC Liability Cover Table 'A' |
| Medical Extension cover: | Medical Extension is covered upto Rs. 25,000 |

Extensions

Endorsement

- (i) Table A: Coverage provided is Indemnity against legal liability for accidents to employees under the Workmen's Compensation Act, 1923 and subsequent amendments of the said Act prior to the date of the issue of the policy; The Fatal Accidents Act 1855 and at Common Law only

Exclusions:

- | | |
|--------|---|
| (i) | Any employment compensation in excess of the actual sum insured for workmen compensation ordinance (not to apply in respect of common law awards). |
| (ii) | Underground and/or underwater mines and/or underground services in connection therewith. However, this exclusion shall only apply where more than 20 people are working at the same location at any one time. |
| (iii) | Subaqueous work (underwater work). |
| (iv) | Quarries, where explosives are used. |
| (v) | Contractors engaged exclusively in wrecking or demolition of building and/or scrap metal merchants. |
| (vi) | Aircraft crews in respect of flight risk. However, this exclusion shall not apply to aircraft which are set aside for non fare paying executive use and which are crewed by six persons or less. |
| (vii) | Ship crews other than on inland vessels or on vessels operating within territorial waters. However, this exclusion shall not apply to a vessel crewed by six persons or less. |
| (viii) | Fire bridges other than those formed privately for loss prevention purposes. |
| (ix) | Service in any kind of armed forces (including, but not limited to military, police, security services). |
| (x) | Operation of railways, other than sidings. |
| (xi) | Employees employed on a permanent basis in USA and/or Canada. |
| (xii) | Professional sports team. |
| (xiii) | Fire crackers manufacturing activity |
| (xiv) | Losses suffered in the course of manufacturing and /or supplying and/or producing storing, filling, breaking down, transporting:- (a) Fireworks, ammuniton, fuses, cartridges, powder, nitro-glycerine, or any explosives. (b) Gases and/or air under pressure in containers. (c) Butane, methane, propane, and other liquefied gases. (d) Celluloid and pyroxylin. (e) Petrochemicals and also chemicals of a toxic (as defined under India's Public Liability Act 1991), noxious, explosive and/or highly flammable nature. (f) Asbestos and/or asbestos products. (It is understood and agreed, however, that the storage, transport and/or handling if any of the substances above mentioned other than f) which is merely incidental to the operation and/or trade of the Insured not otherwise excluded, is covered.) |

- (xv) Losses suffered on or in connection with offshore rigs.
- (xvi) Any compensation in medical extension expenses if the injured is hospitalized for more than 12 month due to an accident as per the coverage opted in WC policy
- (xvii) Pandemics/epidemics as declared by WHO and / or Government of India

Conditions:

- (i) Policy for Table A only
- (ii) No. of lives: 10
- (iii) Motor Vehicle small parts (metal):
- (iv) Risk Classification code: 749a
- (v) Medical expenses covered upto Rs. 25,000.
- (vi) Sub Contractors are Covered
- (vii) Policy is issued on unnamed basis.
- (viii) Entry age limit:As per WC Act
- (ix) Risk Location Address:ALL INDIA RISK COVERED ,,AURANGABAD,431136,MAHARASHTRA,INDIA,

Nature of work/activity

Policy type	UNNAMED
Entry age limit	As per WC Act
Policy cover	table A
Risk classification code	749a , 749a
No of lives	10

5. Period of Insurance:

From: 12/06/2023 Time: 00:00 Hours
 To Midnight of 11/12/2023

6. Premium Calculations

Premium Break Up	(Rs.)	Premium (Rs.)
Stamp Duty	(Rs.)	02.00
*Total Premium	(Rs.)	3,573.86

*Premium value mentioned above is inclusive of taxes applicable

7. Details of workmen to be insured

Estimated Number of Employees	Occupation of Employees	Estimated Total Salaries Wages and other money earnings	Estimated Total Earnings for the Policy Duration	Place or Places of Employment	Industry Classification	Sub Industry Classification	Risk Classification Code
5	Skilled Workers	15,000.00	4,50,000.00	ALL INDIA RISK COVERED	Motor Vehicle small parts (metal)	NA	749a
5	Unskilled Workers	12,000.00	3,60,000.00	ALL INDIA RISK COVERED	Motor Vehicle small parts (metal)	NA	749a
Total: 10			Total: 8,10,000.00				

Subject otherwise to terms and conditions of Workman's Compensation Insurance Policy

Signed for and on behalf of the ICICI Lombard General Insurance Company limited, at Mumbai on this date 12/06/2023.

The Policy shall stand cancelled ab initio in the event of non-realization of premium.



Authorized Signatory

ICICI Lombard General Insurance Company Ltd.

GSTIN Reg. No: 27AAACI7904G1ZN

IL GIC GSTIN Address : 414, ICICI LOMBARD HOUSE, VEER SAVARKAR MARG, NEAR SIDDHI VINAYAK TEMPLE
MAIN GATE, PRABHADEVI, MUMBAI, 400025, MAHARASHTRA
HSN/SAC code : 997139 - GENERAL INSURANCE SERVICES

"The stamp duty of Rs. 2.00 paid in cash or by demand draft or by pay order, vide Reciept/challan no. CSD52020224718 dated 04/11/2022."

WC02 TERRORISM EXCLUSION:

Notwithstanding any provision to the contrary within this Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense 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.

For the purpose of this warranty an act of terrorism means an act, including but not limited to the use of force or violence and /or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or to in any way relating to action taken in respect of an act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Assured

WORKMAN 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.

EXCEPTIONS

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 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 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 dispute or 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 a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before 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 a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators 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. **Grievance Clause**

In case you are aggrieved in any way, You should do the following

- i. For resolution of any query or grievance, Insured may contact the respective branch office of The Company or may call us at toll free no. 1800 2666 or email us at customersupport@icicilombard.com or write to us at

Grievance Redressal Officer
ICICI Lombard General Insurance Company Ltd.
ICICI Lombard House, 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai- 400025.

- ii. If you are not satisfied with the resolution provided, you may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section).
- iii. In case your complaint is not fully addressed by the insurer, you may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDA. Through IGMS you can register your complaint online and track its status. For registration please visit IRDA website www.irda.gov.in. If the issue still remains unresolved, you may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:-

Sr. No	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	Ahmedabad: 2nd Floor, Ambika House, near C.U. Shah college, Ashram road, Ahmedabad-380014 Tel No. 079-27546840, 27545441 Fax No..079-27546412. Email-bimalokpal.ahmedabad@cioins.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
2	Bengaluru: 19/19, Jeevan Soudha Building, Ground Floor, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@cioins.co.in	State of Karnataka.
3	BHOPAL: Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal-462 033. Tel.:- 0755-2769200/201/202	States of Madhya Pradesh and Chattisgarh.

	Fax:- 0755-2769203 Email:- bimalokpal.bhopal@cioins.co.in	
4	BHUBANESHWAR: 62, Forest park, Bhubaneswar-751 009. Tel.:- 0674-2596461 / 2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@cioins.co.in	State of Orissa.
5	CHANDIGARH: 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@cioins.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
6	CHENNAI: Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@cioins.co.in	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
7	DELHI: 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi-110 002. Tel.:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:- bimalokpal.delhi@cioins.co.in	State of Delhi
8	ERNAKULAM: 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulum@cioins.co.in	States of Kerala and Union territory of (a) Lakshadweep (b) Mahe-a part of Union territory of Pondicherry
9	GUWAHATI: 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati-781001(ASSAM). Tel.:- 0361- 2132204 / 2132205 Fax:- 0361-2732937 Email:- bimalokpal.guwahati@cioins.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD: 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@cioins.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
11	JAIPUR: Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@cioins.co.in	State of Rajasthan.
12	KOLKATA: Hindustan Building Annexe,	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.

	4th floor, 4, CR Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340 Fax:- 033-22124341 Email:- bimalokpal.kolkata@cioins.co.in	
13	LUCKNOW: 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331 Fax:- 0522-2231310. Email:- bimalokpal.lucknow@cioins.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, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulampur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI: 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/889 Fax:- 022-26106052 Email:- bimalokpal.mumbai@cioins.co.in	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15	NOIDA: Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Email:- bimalokpal.noida@cioins.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@cioins.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@cioins.co.in	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDA website: www.irdaindia.org, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, website of the Company www.icicilombard.com or from any of the offices of the Company

Communicable Disease Exclusion [Clause]

1. Notwithstanding any provision, clause or term of this [insurance Contract] to the contrary, this [insurance Contract] 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 an illness, sickness, condition or an interruption or disorder of body 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, and
 - 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 [insurance Contract].
 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 [insurance Contract] 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 [insurance Contract] (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 [insurance 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 [insurance Contract] that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].
 6. If the [insurer] alleges that by reason of this [Endorsement][Clause] any amount is not covered by this [insurance Contract] the burden of proving the contrary shall rest in the [insured].

ICICI Lombard General Insurance Company Limited

IRDA Reg. No. 115

Mailing Address:

401 & 402, 4th Floor, Interface 11,
New Linking Road, Malad (West),
Mumbai - 400 064.

CIN: L67200MH2000PLC129408

Registered Office:

ICICI Lombard House, 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple, Prabhadevi,
Mumbai - 400 025.

Toll free No. : 1800 2666

Alternate No. : +9192236 22666 (chargeable)

Email : customersupport@icicilombard.com

Website : www.icicilombard.com