



## EMPLOYEES COMPENSATION INSURANCE POLICY SCHEDULE

Policy No.	0716032724P106105660			Prev. Pol. No.	0716032723P104553706		
Name Of Insured/ID	M/s FELSOMAT INDIA PVT LTD., / 23051785189						
Tel.(O)		Fax		Tel.(R)		Mobile	9108422766
Business/Occupation	None			Email	MPSatish@felsomat.in		
Period of Insurance	From	00:00 Hrs of 27/07/2024			To	Midnight of 26/07/2025	

<b>CO-INSURANCE DETAILS:</b>	UIIC 071603 : 100%
PREMIUM:	EIGHTY-THREE THOUSAND THREE HUNDRED EIGHTY-ONE RUPEES ONLY

Laws: The Policy covers Liability of the <b>Insured</b> 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 <b>Limit of Indemnity</b> as stipulated against each Law:	
<u>LAW</u>	<u>LIMIT OF INDEMNITY</u>
Employee's Compensation Act,1923 and subsequent amendments thereof prior to the date of issue of Policy	Subject otherwise ,to the term, condition & Exclusion of the Policy ,the amount of liability incurred by the <b>Insured</b>

	Common Law	Subject otherwise, to the terms, conditions & Exclusions of the Policy, the amount of liability incurred by the <b>Insured</b> , but not exceeding:-
a) Limit Per Employee for any number of accidents during Period of Insurance ₹		0
b) Limit Per Accident for any number of Employees ₹		0
c) Aggregate Limit for all accidents and claims arising therefrom during the Period of Insurance ₹		0

Net Premium	:	₹	
CGST(9%)	:	₹	
SGST(9%)	:	₹	
Stamp Duty	:	₹	1.00
<b>Total</b>	:	₹	<b>98,389.00</b>
Receipt No.	:	10107160324106699597	
Receipt Date	:	26/07/2024	

Agency/Broker Code:	AGD0131808
Dev.Officer Code:	

**Details of Employees Covered:**

Description of Employees	Worker Type	Declared Number of Employees	Declared Monthly Wage/Employee(₹)	Declared Wages during the Period of Insurance(₹)	Place/Places of Employment	Trade Category	Sub Trade Category
LOKESH L	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
B VINOD	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
ANIL K C	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
BOYA UPENDRA	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
HARISH BABU K R	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
CHANDRASHEKAR B	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
MANDALA SANDEEP	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
YOGANANDA SWAMY T A	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
P RAMESH BABU	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
SANJAY B KHANDAL	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
MAHESHA B S	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
UMASHANKARA	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
ANIL KUMAR J S	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
P JAISHANKARA	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
YOGESH K S	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
GUNTUR ANKAMMA RAO	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
KASHINATH S K	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
NAVEEN D R	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
CHANDRASHEKHARA B M	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
HAREESH KUMAR G N	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
MANJUNATHA G	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
PARAMESHWARAPPA K R	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
PRAVEEN B R	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
MOHAN K	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
PRAKASH KORABU	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
SUHAS R PATIL	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS

SATHISH M P	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
ARUN B H	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
AVINASH TARGAR	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
DEEPAK ARAVIND S	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
NAGENDRA	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
MAHESH L	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
LAXMIKANTH KALASHETTY	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
LAXMIKANT	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
AMAR CHANDRAKAT KALASHETTY	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
SANDEEP S R	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
M P CHANDAN	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
RAMESH KALASHREE	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
BASAVARAJU	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
INDURTHI ANIL SUKUMAR	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
ANIL DEVIDAS NAIK	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
NARAYANASWAMY	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
KARTHIKEYAN M	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
SURAJ PATIL	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
RAVIKIRAN GOUDA	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
AMRUTHA KUMARA S D	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
PAVAN KUMAR	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
ARUN KUMAR G P	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
MANJUNATHA G	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
ABHISHEK M	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
SIDDHARTHA H S	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
DARSHAN SAMPATH	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
LAKSHMIPRASAD T S	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
BABU J	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
PRATHAPA N	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS

SHIVAKUMAR	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
MOHAMMED KHAJA OWISE BELLARY	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
GNANASKANDHAN E	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
RAJESH K	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
ANOOP K N	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
UDAYKUMAR R KANAKI	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
DHARSAN BIJU	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
RAJESH T S	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
RAKESH M V	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
SHIVASWAMY Y N	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
VISHALKUMAR S NAYAK	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
MOHAMMED ASHIQ N	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
CHE TAN C K	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
DINESH D	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
VIJAY GADGOLI	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
DARSHAN K S	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
ABHINAV MAHINDER	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS
RAJESH D SOUZA	Skilled	1	0		PAN INDIA	MACHINERY AND METAL	BUYERS SALESMEN AND SHOW ROOM ASSISTANTS

**Subject of following clauses:**

Special Condition :

Subject to terms and Conditions of Employees Compensation Insurance Policy attached herewith.

**Territory:-**

**Jurisdiction:-**

**Subsidiaries:-**

**Particular Of Work:-**MANUFACTURING OF MACHINERY EQUIPMENTS, WORK DUTY INVOLVING INDOOR WORK AND FREQUENT OUT DOOR WORK (TRAVELLING FOR CUSTOMER VISIT), CLERICAL STAFF WORK LIMITED TO INDOOR AND OUT DOOR TRAVEL TO SUPPLIER VISIT, ENGINEERING WORK INVOLVES INDOOR AND EXTENSIVE OUTDOOR WORK AT CUSTOMER SITE {PAN INDIA}

**Location Of Risk:-**PAN INDIA

**Add-ons/Extension/Cover Details:-**

Cover	Total SI(₹)	Premium(₹)
Basic Cover	52429560	238230.12

<b>Underwriting Remarks</b>	(1)WE ARE NOT LIABLE TO PAY INTEREST & PENALTY (2) NO COVER FOR OCCUPATIONAL DISEASES LESS SPECIFICALLY OPTED (3) NO COVER FOR MEDICAL EXPENSES UNLESS SPECIFICALLY OPTED (4) NO COVER FOR WORKMEN HAVING BEEN UNDER THE INFLUENCE OF LIQUOR OR DRUGS OR ANY OTHER TOXICS (5) ALL THE WORKMEN ARE TO BE MANDATORILY COVERED (6) ATTENDANCE REGISTER IS COMPULSORY (7) ALL THE WORKMEN TO FOLLOW THE SAFETY GUIDELINES OF THE ORGANISATION (8) COVID 19,COMMUNICABLE DISEASES AND PANDEMICS ARE EXCLUDED (9) RENEWAL OF WC POLICY NO. 0716032723P104553706
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<b>Customer GST/UIN No.:</b>	29AABCF0539R1Z5	<b>Office GST No.:</b>	29AAACU5552C1ZF
<b>SAC Code:</b>	997139	<b>Invoice No. &amp; Date:</b>	2724I106105660 & 26/07/2024
<b>Amount Subject to Reverse Charges-NIL</b>			

**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.**

**Anti Money Laundering Clause:-**In the event of a claim under the policy exceeding ₹ 1 lakh or a claim for refund of premium exceeding ₹ 1 lakh, the insured will comply with the provisions of AML policy of the company. The AML policy is available in all our operating offices as well as Company's web site.

**LET US JOIN THE FIGHT AGAINST CORRUPTION. PLEASE TAKE THE PLEDGE AT <https://pledge.cvc.nic.in>.**

Date of Proposal and Declaration: 27/07/2024

IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her hand at BO RAJAJINAGAR 071603 on this 17th day of July ,2024

**For United India Insurance Co. Ltd.**



Affix Policy  
Stamp here.

**Authorised Signatory.**

**Underwritten By - VEE31098 ( BO UW CUM CASHIER ) , Approved By -  
APA31350(RO UNDERWRITER NEW)**

## **EMPLOYEES COMPENSATION INSURANCE** **POLICY WORDINGS**

WHEREAS the **Insured** by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to **UNITED INDIA 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 or Employees** of the **Insured** shall sustain **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 the 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 such claim 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 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.

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 (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.

### **DEFINITIONS**

This Policy, the **Schedule** and any Clauses thereon shall be considered one document and any word or expression to which a specific meaning has been attached in Definitions bears that specific meaning wherever it appears in this Policy in bold typeface.

**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**, 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 occupational disease or illness including but not limited to the diseases 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 an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment;

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

**Schedule** means the Schedule attached to and forming part of this **Policy**.

**Period of Insurance** means the period for which this insurance is availed by the **Insured** as specified in the **Schedule**, unless cancelled earlier.

**Limit of Indemnity** means the maximum amount of indemnity as specified in the **Schedule** that will be provided under this Policy by the Company in respect of

- 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**

This Policy shall not cover liability of the **Insured**:

- a) 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 from the combustion of nuclear fuel.
- b) Accident occurring at any other place than the Place or Places of Employment specified in the **Schedule**, unless the **Employee** was at such other place whilst on duty for the purpose of the **Business** and on the directions of the **Insured** or any of its official authorized to exercise control and supervision over the **Employee**.
- c) For Occupational Diseases contracted by an Employee unless the coverage is agreed by insurer subject to payment of additional premium.
- 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 covered in the **Schedule**

- 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
- 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 fulfilment 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 be notified 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.
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. **Declaration of Employees and 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.

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 require 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.

9. **Average:** Notwithstanding anything contained hereinabove,
  - (i)
    - 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 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.
    - b) 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.
    - c) 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.
  - (ii) 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. **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**.
11. **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.
12. **Cancellation:**The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's short period rates provided no claim has occurred upto the date of cancellation.
13. **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.
14. **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 upon a single arbitrator to a panel of three arbitrators to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be governed by Indian 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 any claim 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.
15. **Law and Jurisdiction:** It is hereby declared and agreed that this contract of insurance and all claims thereunder 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.

**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.



**Pandemic /Epidemic Specific Exclusion Clause:**

Notwithstanding any provision, clause or term of this Contract, this insurance Contract excludes any first party and/or third party actual or alleged loss, injury, sickness, disease, death, medical payment, defence cost, cost, damage, liability, claim, fines, penalty, compensation, expenses or any amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, arising out of (this includes all other terms commonly used and/or understood to reflect or describe, direct or indirect nexus and/or connection between one thing and another), intentional or unintentional violation of

- a. The provisions of Disaster Management Act, 2005 as amended from time to time
- b. The provisions of The Epidemic Diseases Act 1897 as amended from time to time
- c. The provisions of any act dealing with public health and/or public safety
- d. The rules, regulations, orders, guidelines, policies, notification etc issued from time to time under any of the above acts.

**'Policy form - Claims made with right to defend.'**

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