

WORKMEN'S COMPENSATION INSURANCE POLICY



RAHEJA QBE

Servicing Branch office Address:

Raheja QBE General Insurance Co Ltd
4TH FLOOR, PLOT NO. D-6,
UNIT NO. 421,, WAVE SILVER
TOWER, SECTOR -18, NOIDA,
Gautam Buddha Nagar, Uttar
Pradesh, 201301

WORKMEN'S COMPENSATION INSURANCE POLICY

Schedule attached to and forming part of Policy No 010W000421200000

(This Policy is issued based on the information disclosed by the Insured to the Company. In case of any material changes during the Period of Insurance mentioned above, the Insured must inform the Company.)

Date of proposal & declaration: 05th February 2021

Policy No: 010W000421200000

Name of the Insured: THINK7 BUSINESS SYSTEMS PRIVATE LIMITED

GST : (29AAECT9762H1ZQ)

Address: 142 Bommsandra Jigani Road, Bangalore G P O, Karnataka - 560001

Trade/ Business/ Occupation: Electronic Appliances - Installation And Repair- Commercial Purposes(Installation Of Electronic Automation Equipment In Industry.)

Law(s): (1) Employee's Compensation Act 1923 (2) Fatal Accidents Act 1855 (3) Common Law

Territory/Jurisdiction : India

Period of Insurance: From: 00.00 Hrs on 05th February 2021 To: Midnight of 04th February 2022

Net Premium	INR	5,500.00
Add: IGST @ 18%	INR	990.00
Total Premium:	INR	6,490.00

Estimated number of employees	Occupation of Employees	Estimated Total Wages/ Earnings. (Rs.)	Place of Employment
06 (Unnamed basis)	Workers	INR 21,60,000 /-	All Over India

Intermediary's Name: **SECURENOW INSURANCE BROKER PRIVATE LIMITED**

Intermediary's Code: **01000262**

Intermediary's Contact No: **(011) 64560999 (011) 1452365**

Additional Terms/ Conditions/Clauses/ Endorsements:

1. Coverage For Employees Of Contractors And Sub-Contractors
2. Average Clause
3. Medical Expenses Coverage - limited to Rs 25,000/- per person
4. Specific Matter Exclusion - blasting , tunneling, mining , use of explosives , any aircraft or related risk , any Vessels or related risk, any off shore risks
5. Sanctions Limitation And Exclusion Clause

*The Premium is subject to adjustment of the estimated amount of wages, salaries and other earnings on which the premium is based, in terms of Condition No.6 of the Policy.

In witness whereof the undersigned acting on behalf and under the authority of the Company has hereunder set his hand at Mumbai on this 08th February 2021.

Signed for and on behalf of the Company

**Authorized Signatory
Raheja QBE General Insurance Co. Ltd.**

This document is digitally signed; hence counter signature is not required

The contract will be cancelled ab intio in case: the consideration under the policy is not realized.

Consolidated Stamp Duty Paid by General Stamp Office Mumbai Under letter of Authorization Number: CSD/67/2020/1539/20

Dated: 10th August 2020

WORKMEN'S COMPENSATION INSURANCE POLICY

WHEREAS the INSURED named in the Schedule hereto carrying on the business described in 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 RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED hereinafter called the "Company" for the insurance hereinafter contained and has paid the premium stated herein the Schedule 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 REMAIN UNALTERED.

EXCEPTIONS

The Company shall not be liable under this Policy in respect of:

1. 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, military or usurped power
2. the Insured's liability to employees of contractors to the Insured
3. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
4. 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 the 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 within one month from the 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 fifteen day's 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 No.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 thereto 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 dispute or difference 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.

9. 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 the subject matter of a suit in a court of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. 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.

Renewal:

RQBE agrees to renew the policy on payment of renewal premium. However it may exercise its option not to renew the policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the policy or any time during the currency of the earlier policies or bad moral hazard.

Dispute Resolution and Grievance Redressal:

Raheja QBE will take all steps to meet your expectations from this policy. However it is possible, that there could be a complaint relating to any of the following :

- Any partial or total repudiation of claims by the insurance companies
- Dispute on the legal construction of the policy wordings in case such dispute relates to claims
- Delay in settlement of claims
- Non-issuance of any insurance document to customers after receipt of premium
- Dispute with regard to premium paid or payable in terms of the policy

For resolution of such complaints RQBE has developed a Grievance Redressal mechanism.

At your request, the Dispute will be considered afresh by the Grievance Redressal Committee of RQBE. If you are not satisfied with the decision of the Grievance Redressal Committee you may refer your case to the Insurance Ombudsman*.

* The Insurance Ombudsman is empowered to receive and consider complaints in respect of personal lines of insurance from any person who has any grievance against an insurer.

What to do in the event of a claim?

- Initiate Loss minimization measures.
- Call Raheja QBE Call Centre on Toll Free No: 1800-102-7723 OR
- Report claim on Raheja QBE's Website www.rahejaqbe.com OR
- Send Letter or Fax to Raheja QBE office
- Please provide necessary assistance to surveyor or company officials for finalization of loss.
- Ensure first-aid/medical help for the injured persons.
- Inform incident to Public Authorities.
- Notify loss by email to claims@rahejaqbe.com OR
- Raheja QBE will depute an IRDA licensed surveyor to attend to the loss
- Please furnish required documents and any clarifications that may be sought.

WORKMEN'S COMPENSATION INSURANCE POLICY CLAUSES & ENDORSEMENT

1. Coverage For Employees Of Contractors And Sub-Contractors

It is hereby understood and agreed that the **Exception 2.** of the policy is waived & the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of Contractors/Sub-Contractors performing work for the Insured while engaged in the business and occupations in respect of which the within Policy is granted, but only so far as regard claims under the Workmen's Compensation Act, 1923, and subsequent amendments of said Act prior to the date of the issue of this Policy.

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

2. Average Clause

It is hereby understood and agreed that,

- 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.
- d) 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.

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

3. Medical Expenses Coverage

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 or would have applied had disablement exceeded three days.

Provided always that the liability of the Company under this endorsement shall be limited to **INR 25,000** in respect of each insured person.

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

4. . Specific Matter Exclusion - blasting , tunneling, mining , use of explosives , any aircraft or related risk , any vessels or related risk , any off shore risks

It is hereby understood and agreed that blasting , tunneling, mining , use of explosives , any aircraft or related risk , any vessels or related risk , any off shore risks work related any activity is excluded under the policy. Subject otherwise to the terms, provisions and conditions of the within Policy

5. Sanctions Limitation And Exclusion Clause

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other applicable national economic or trade sanction law or regulations.

Subject otherwise to the **Coverage, Conditions and Exclusions** of this **Policy**



RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED

Raheja QBE General Insurance Company Limited
Ground Floor, P&G Plaza, Cardinal Gracious Road, Chakala, Andheri (East), Mumbai 400099
Telephone: + 022- 41715050, Fax: +91 22 4171 4920,
Toll Free number – 1800 102 7723 (9 am to 8 pm, Monday to Saturday)
Website: www.rahejaqbe.com Email: customercare@rahejaqbe.com
Corporate Identity Number: U66030MH2007PLC173129, IRDA Reg. No.
GSTIN - 09AADCR7145R1ZL (Noida Branch) GST Service Code – 997139