

March 23, 2023

**GKS SUPPLY & SOLUTIONS** 

NO.11 CHENN,
AI-BANGALOR,
PATTUNOOLCHATRAM,
KANCHIPURAM,
TAMIL NADU.602105.



Dear Customer.

#### Sub: Employees Compensation Insurance Policy No: 3114205321073400000

We thank you for having preferred us for your *Insurance* requirements. We at HDFC ERGO General Insurance believe "*Insurance*" as not only to be an assurance to indemnify in the event of unfortunate circumstances, but one that signifies protection and support, which you can count on when you need it most.

The Insurance Policy enclosed herewith is a written agreement providing confirmation of our responsibility towards you that puts insurance coverage into effect against stipulated perils.

Please note that the policy has been issued based on the information contained in the proposal form and / or documents received from you or your representative / broker.

Name of the Intermediary : HDFC BANK LTD

Intermediary Code : 201587086428

Where the proposal form is not received, information obtained from you or your representative /broker, whether orally or otherwise, is captured in the policy document.

If you wish to contact us in reference to your existing policy and /or other general insurance solutions offered by us, you may write to our correspondence address as mentioned below. Alternatively, you may visit our website <a href="https://www.hdfcergo.com">www.hdfcergo.com</a>. To enable us to serve you better, you are requested to quote your Policy Number in all correspondences.

Thanking you once again for choosing HDFC ERGO General Insurance Company Limited and looking forward to many more years of association.

Yours sincerely,

**Authorised Signatory** 

Kargotra

Certificate of Insurance cum Policy Schedule

Policy No. 3114205321073400000

### **Employees Compensation Insurance**





Insured Name		GKS SUPP	GKS SUPPLY & SOLUTIONS (PAN Number:)			Business	OTHERS			
Correspondence Address		I	NO.11 CHENN,AI-BANGALOR,E MAIN ROAD,PATTUNOOLCHATRAM,KANCHIPURAM,TAMIL NADU,602105.							
Mobile		Phone			E Mail	GKSSUPF 712@GM		I	Policy Issuance Date	23/03/2023
Period of Insurance		From Date &	Time	21/03/202	3 00:01 A	λM	To Da	te & Time	17/03/2024 Mid	night

### LAW

The Policy covers Liability of the Insured 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 Limit of Indemnity as stipulated against each Law:

Sr. No.	Law	Limit of Indemnity
a.	Employee's Compensation Act, 1923 and subsequent amendments thereof prior to the date of issue of this Policy	Subject otherwise, to the terms, conditions & Exclusions of the Policy, the amount of liability incurred by the Insured
b.	Common Law	Subject otherwise, to the terms, conditions & Exclusions of the Policy, the amount of liability incurred by the Insured, but not exceeding:-
		a) Limit Per Employee for any number of accidents during Period of Insurance ₹. is as per actuals
		b) Limit Per Accident for any number of Employees ₹.is as per actuals
		c) Aggregate Limit for all accidents and claims arising there from during the Period of Insurance ₹.is as per actuals

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### **Details of Employees Covered**

Description of work done by Employees	Declared Number of Employees	Declared Wages during the Period of Insurance	Place/Places of Employment
Engineers not otherwise classified,Incl. work away from shop or yard upto 9 mtrs height,,OPERATORS ENGINEERS DRIVERS ETC	63	10498645.00	ANYWHERE IN INDIA,NO.11 CHENNAI-BANGALORE MAIN ROAD, SRIPERUMBUDUR,KAN CHIPURAM DIST ,602105,
Domestic Servants,In private residences or in personal service of employer Residence in boarding house club or hotel (not in employee Of proprietors,Bearers, Khitmatgars, Hamals, Cooks, Sweepers and Mehters,HELPERS HOUSEKEEPING ETC	139	22336403.00	ANYWHERE IN INDIA,NO.11 CHENNAI-BANGALORE MAIN ROAD, SRIPERUMBUDUR,KAN CHIPURAM DIST ,602105,

### Premium Details (₹)

Basic Premium	78004.00
GST 18% : Central Tax 9% (7020.36) + State Tax 9% (7020.64)	14041.00
Total Premium	92045.00

GST Registration No: 33AABCL5045N1ZF. The contract will be cancelled ab intio in case; the consideration under the policy is not realized.

I/ 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.

This is with reference to the KYC norms prescribed by the Authority, whereby this policy is being issued relying on the undertaking / power of attorney / letter of authorisation / Board resolution provided by the authorized signatory of your Entity. Should the signatory be not authorized to provide such a declaration, please inform the Company within 15 days from the date of receipt of this policy.

List of Endorsements			
Endt No	Description	Effective Date	
EC_12_0001	Medical Expenses	21 March 2023	
WC-02-0008	Tariff Endorsement	21 March 2023	

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EC-13-0006	-13-0006 Insurance Contract	
EC-13-0005	Policy Schedule	21 March 2023
EC-13-0007	Communicable Disease Exclusion	21 March 2023

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

Mentioned are four special conditions for EC policy with context to the policy wordings.

- 1. Subrogation condition no.14 does not apply to this policy.
- 2. Average condition no. 9 does not apply to this policy. However, this is subject to adjustment of premium on the basis of actual number of employees and their wages at the time of claims.
- 3. This policy is issued to cover employer's legal liability for accidents to employees under The Fatal Accidents Act, 1855.
- 4. The Wages declared is estimated wages for the Coming Year. Any Increase or Decrease in wages will be declared at the End of Policy & Subject to that Premium will be charged or refunded

Note: The stamp duty of Rs. 39 (Rupees Thirty-Nine Only) is paid by Demand Draft as consolidated stamp duty, vide Receipt/Challan no NO.LOA/CSD/477/2022/4252 dated 29/09/2022 as prescribed in Government Notification Revenue and Forest Department No Mudrank 2004/4125/CR 690/M-1, dated 31/12/2004

Invoice No	205321073400000	GSTN No	
Place of Supply	TAMIL NADU	HSN Code	997139
Policy Issuance Date	23-03-2023	Branch	CHENNAI (RAHEJA TOWER) - ANNA SALAI

For HDFC ERGO General Insurance Company Ltd.

**Agent Name: HDFC BANK LTD** 

Agent Code :201587086428 Tel No.:91 9600639070

**Duly Constituted Attorney** 

Kargotra



# 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 HDFC ERGO General 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** up to 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 therefore, 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.

#### **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.

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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.
- (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.
- 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**

- 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.
- 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.
- Mis-representation/Non-Disclosure: This Policy shall be void in the event of any mis-representation 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.
- Written Communication: Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- 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.

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- 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 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.
- 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.

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- 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 Insured may cancel this Policy by sending at least 15 days written notice to the Company and in such event the premium shall be adjusted in accordance with Condition 8 above.

**Company** also reserves the right to cancel this **Policy** immediately upon becoming aware of any mis-representation, fraud, non-disclosure of material facts or non-cooperation by or on behalf of the **Insured**; the **Company** is not obliged to refund the premium already paid under the **Policy**.

Notice of cancellation will be mailed to the **Insured** last known address. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

**Company** shall have no obligation to give notice that the **Policy** is due for renewal or renew this **Policy** upon expiration or 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. **Subrogation:** In the event of any payment under this **Policy**, the **Company** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Company** effectively to bring suit in the name of each **Insured**.
- 15. Alteration and Assignment: No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by an authorised employee of the Company.
- 16. **Premium Payment:** It is hereby agreed that, as a condition precedent to any liability under this **Policy**, any premium due must be paid and actually received by the **Company** in full. However, where the remittance made by the **Insured** is not realised by the **Company** the **Policy** shall be treated as void-ab-inito

#### 17. 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.
- 18. Law and Jurisdiction: It is hereby declared and agreed that this contract of insurance and all claims there under 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.

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### Coverage for Medical Expenses

Policy Period Effective Date From 00:01 hours March 21, 2023

Expiry Date To (Midnight) March 17, 2024

Effective Date March 21, 2023

Policy Number 3114205321073400000

Insured GKS SUPPLY & SOLUTIONS

Name of Company HDFC ERGO General Insurance Company Limited

Date Issued March 23, 2023

In consideration of the payment of an additional premium it is hereby understood and agreed that this Policy is extended to cover **Insured's** liability towards medical expenses for treatment of **Injury** arising out of accident in respect of which indemnity granted under this Policy otherwise applies.

Provided always that the liability of the Company under this endorsement shall be limited to Rs. 50000.in respect of each **Employee** per accident and the aggregate liability of the Company for all accidents during the **Period of Insurance** to Rs.Nil(Not Applicable)

For the purpose of this endorsement only, Definitions is modified and amended to add the following:

Medical expenses mean reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

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

\*If the Underwriter wants to give complete coverage for actual incurred the last paragraph of the endorsement can be deleted

For Name of the Company

Authorised Signatory

Rasgotra

EC\_12\_0001

Date:

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March 23, 2023



#### **GRIEVANCE REDRESSAL PROCEDURE**

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Center (Toll free helpline)
   1800 2 700 700 (accessible from any Mobile and Landline within India)
   1800 226 226 (accessible from any MTNL and BSNL Lines)
- Emails grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website www.hdfcergo.com
- Fax: 022 66383699
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Cell,
HDFC ERGO General Insurance Company Limited
D-301,3rd Floor, Eastern Business District (Magnet Mall),LBS Marg,
Bhandup (West), Mumbai - 400078,
e-mail: grievance@hdfcergo.com

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company at the following address

The Cheif Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301,3rd Floor, Eastern Business District (Magnet Mall),LBS Marg,
Bhandup (West), Mumbai - 400078,
e-mail: cgo@hdfcergo.com

You may also approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer our website <a href="https://www.hdfcergo.com/customer-care/grievances.html">https://www.hdfcergo.com/customer-care/grievances.html</a> for detailed grievance redressed procedure.



Ombudsman Offices				
Jurisdiction	Office Details			
Gujarat, Dadra & Nagar Haveli, Daman and Diu	AHMEDABAD Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380 014. Tel.: 079 -27546150 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in			
Orissa	BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in			
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)	CHENNAI - Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in			
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	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			
Madhya Pradesh Chattisgarh	BHOPAL - Shri. R K Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in			
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir,Chandigarh	CHANDIGARH - Shri. Manik B. Sonawane 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 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in			
Delhi	DELHI - Smt. Sandhya Baliga Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23239633 / 23237539 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in			
Andhra Pradesh,Telangana,Yanam and part of Territory of Pondicherry	HYDERABAD - Shri. G. Rajeswara Rao 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			
Kerala, Lakshadweep, Mahe-a part of Pondicherry	ERNAKULAM - Shri. P. K. Vijayakumar Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in			
Rajasthan	JAIPUR - Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg. Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email. Bimalokpal.jaipur@gbic.co.in			
Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar	LUCKNOW - Shri. N. P. Bhagat 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			
Karnataka	BENGALURU - Shri. M. Parshad Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in			
West Bengal, Bihar, Sikkim, Jharkhand, Andaman & Nicobar Islands	KOLKATA - Shri. K. B. Saha Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in			
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	MUMBAI - Shri. A. K. Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 - 26106552 / 26106960 Fax 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in			
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Pune - Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bidg., 2nd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in			
State 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, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	NOIDA Office of the Insurance Ombudsman, Email: bimalokpal.noida@gbic.co.in			

STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF SOLICITATION"

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#### **EXCLUSION - COMMUNICABLE DISEASE**

- 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.

Kargotta
Authorised Representative

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