

EMPLOYEES COMPENSATION INSURANCE

**For any assistance please call 1800 266 4545, please save the number for your reference
 FOR RENEWALS: Visit www.zurichkotak.com Call 1800 266 4545**

**Part I: POLICY SCHEDULE
 (Forming part of Policy No. whose terms are attached herewith)**

DETAILS OF POLICY HOLDER

Policy No:		Issued At:	
Previous Policy No:			
1. Insured:			
GSTIN:			
2. Address:			
3. Business:			
Contact No. of the policy Holder: Mobile No.		Email id:	
Policy Category: Fresh / Renewal			
Policy issued on:			
4. Laws: 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:			
	<u>LAW</u>	<u>LIMIT OF INDEMNITY</u>	<u>COVERAGE</u>
4 (a)	Employee's Compensation Act, 1923 and subsequent amendments thereof prior to the date of issue of this Policy	Subject to otherwise to the terms, conditions & Exclusions of the Policy, the amount of liability incurred by the Insured	Yes/ No
4 (b)	Common Law	Subject otherwise, to the terms, conditions & Exclusions of the Policy, the amount of liability incurred by the Insured , but not exceeding: -	Yes/ No
		a) Limit Per Employee for any number of accidents during Period of Insurance Rs. _____	
		b) Limit Per Accident for any number of Employees Rs. _____	

		c) Aggregate Limit for all accidents and claims arising there from during the Period of Insurance Rs. _____	
5. Period of Insurance: From _____ to _____ (both days inclusive)			
6. Details of Employees Covered:			
Description of work done by Employees	Declared Number of Employees	Declared Wages during the Period of Insurance	Place or Places of Employment
7. Subject to following clauses:			
Special Conditions:			

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

PREMIUM DETAILS

Taxable value of Services(Rs.)	CGST @ XX % (As applicable)	UGST @ XX % (As applicable)	SGST @ XX% (As applicable)	IGST@ XX%(As applicable)	Total Amount

DETAILS OF INTERMEDIARY

Intermediary Code	Intermediary Name	Intermediary Contact No	Intermediary email id

DISCLAIMER

This Policy Schedule shall be read together with the Policy Wordings (which are also available on the Company website i.e. www.zurichkotak.com). Any word or expression to which a specific meaning has been assigned in any part of the policy or this schedule shall bear the same meaning wherever it may appear.

CLAIM DETAILS

In the event of claims, please send the relevant documents to:
Zurich Kotak General Insurance Company (India) Limited
401, 4th Floor, Silver Metropolis, Jai Coach Compound,
Off Western Express Highway,
Goregaon (East), Mumbai – 400063. Maharashtra, India

TOLL FREE NUMBER: 1800 266 4545 (8 AM TO 8 PM)
Email ID: care@zurichkotak.com

TAX DETAILS

GST Registration No. _____
SAC Code _____
Invoice Number- _____

Category _____
Description _____

Stamp Duty of XXXX is paid as provided under Article 47(B) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No. (XXXX Validity Period Dt. XX/XX/XXXX To Dt. XX/XX/XXXX (O/w. No. XXXX)/ Date: XX/XX/XXXX).

In witness whereof this policy has been signed for and behalf of <Address KGI Branch> at Mumbai this XX day of <MONTH> of <YEAR>

In witness whereof the undersigned being duly authorised by the Company has/have set his/their hand(s).

For Zurich Kotak General Insurance Company (India) Ltd.

Authorised Signatory

This document is digitally signed, hence counter signature / stamp is not required.

Part II: Policy Wording

WHEREAS the **Insured** by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to Zurich Kotak General Insurance Company (India) 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.

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 <ul style="list-style-type: none"> 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 **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 employment 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**.
- l) For **Injury** caused to **Employee** by accident directly or indirectly caused by or arising from or in consequence of or attributable to 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 exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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.

If the Claim is not notified to the Company within thirty days from the date of loss, then the Company shall be provided the reasons for the delay in writing. The Company will condone such delay on merits where the delay has been proved to be for reasons beyond the Insured's control.

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 & 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 required 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 except in case multiple policies involving bank or other lending or financing entity as mentioned under Clause 17.

12. **Cancellation:**

The insured can cancel the policy at any time during the term, without assigning any reason, by giving notice in writing to the Company

The Company shall-

- Refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
- Refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

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:**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Note: *The above Arbitration Clause is not applicable to retail/individual policyholders.*

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.

16. **Documents required at the time of claim**

Following documents will be called from the insured immediately after receiving the notice of loss.

General Documents requirements:

1. Photo Identity Proof - Voter ID, Passport, PAN Card, Driving License, Ration Card, Aadhaar, or any other proof accepted by the KYC norms as approved by Us and which is admissible in court of law
2. Duly completed and signed claim form with all the details
3. Copy of FIR/ Panchnama /Police Inquest Report (if conducted) duly attested by the concerned Police Station
4. Copy of Medico Legal Certificate(if conducted) duly attested by the concerned Hospital
5. Muster Roll for attendance / Wage Register.
6. WC award copy (with payment details).
7. Valid age proof.

Death

1. Death Certificate (GAZETTED/ NOTARY attested).
2. Complete post mortem report (GAZETTED/ NOTARY attested).

3. Viscera/Chemical/Histo-pathological report if viscera preserved mentioned in post mortem report.
4. Death Summary, if death in Hospital
5. Copies of Medical records, investigation reports, if admitted to hospital
6. NOC from Injured/ legal heirs if payment to be done in favour of Insured (if already paid) along with payment proof.

Permanent Total Disability/ Permanent Partial Disability

1. Original treating Medical Practitioner's certificate describing the disablement
2. Original Discharge summary from the Hospital
3. Prescriptions and consultation papers of the treatment
4. Disability certificate reflecting disability percentage from authorized medical officer/civil surgeon of civil hospital/govt. hospital of the district/units concerned
5. Photograph of the Insured Person reflecting the disablement
6. Indemnity cum declaration bond on Rs. 50 stamp paper /memorandum of Agreement.
7. Covering letter from employer stating description of accident.
8. Valid age proof.
9. GAZETTED/NOTARY attested copy of FIR (If reported to police authority).
10. Reports like, X-rays and other reports essential for confirmation of the type and percentage of disability.
11. Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable
12. NOC from Injured if payment to be done in favour of Insured (if already paid).

Temporary Total Disability (In addition to Permanent Total Disability/ Permanent Partial Disability Documents)

1. Leave certificate from employer.
2. Medical cum Fitness certificate from treating Doctor confirming the Injury and advising rest/ unfit to work for specified number of days/fitness date.

Injury/Death due to Electrocutation

Certificate from State electricity board/Electricity Board's Panchnama/ Report of Factory Inspector

If Medicals covered under policy

Original Medical Bills with Prescription, photocopy of Discharge Card, X-ray and investigations reports.

17. Multiple policies involving Bank or other lending or financing entity

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

18. Grievance:

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e- mail at care@zurichkotak.com.

In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at grievanceofficer@zurichkotak.com. In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to seniorgrievanceofficer@zurichkotak.com/ chiefgrievanceofficer@zurichkotak.com.

However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal: <https://bimabharosa.irdai.gov.in>

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I.

The details of the Insurance Ombudsman/ Complete Grievance Redressal Process is also available at Company's website: www.zurichkotak.com

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen: www.cioins.co.in/Ombudsman.

Annexure I

Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
Ahmedabad: Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru: 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@cioins.co.in	Karnataka.
Bhopal: 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 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chattisgarh.
Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
Chandigarh: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
Delhi: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

<p>Guwahati: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>Hyderabad: Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p>Ernakulam: Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p>Kolkata: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>Lucknow: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, 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.</p>
<p>Mumbai: Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).</p>
<p>Noida:</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly,</p>

<p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>Patna: Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar and Jharkhand.</p>
<p>Pune: Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).</p>

Part III: ENDORSEMENTS/ OPTIONAL COVERS WORDING

1. Coverage for Medical Expenses:

Policy No.

Insured:

In consideration of the payment of 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...*..... in respect of each **Employee** per accident and the aggregate liability of the Company for all accidents during the **Period of Insurance** to Rs...*.....

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

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

2. Coverage for Occupational Diseases:

Policy No.

Insured:

In consideration of the payment of additional premium, it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the **Insured** to the **Employee** for **Occupational Diseases** solely and directly contracted due to employment under the **Insured** in the **Business** in respect of which the within policy is granted.

Provided always that, the liability of the Company under this endorsement shall be limited to Rs...*.....in respect of each **Employee** and the aggregate liability of the company for all **Employees** during the **Period of Insurance** to Rs.....

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

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

3. Coverage for Contractors Workers/ Employees:

Policy No.

Insured:

In consideration of the payment of additional premium, it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the **Insured** to the **Employees** in the

employment of Contractors performing work for the **Insured** while engaged in the **Business** in respect of which the within Policy is granted, but only so far as regard claims under the Employees Compensation Act, 1923, and subsequent amendments of said Act prior to the date of the issue of this Policy.

- Contractor's Name
Registered Address:

Sr. No.	Description of work done by Employees	Declared Number of Employees	Declared Wages/ Contract Value during the Period of Insurance	Place or Places of Employment

- Contractor's Name
Registered Address:

Sr. No.	Description of work done by Employees	Declared Number of Employees	Declared Wages/ Contract Value during the Period of Insurance	Place or Places of Employment

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

4. Coverage for Legal Liability under the Fatal Accidents Act, 1855:

Policy No.

Insured:

In consideration of the payment of additional premium, it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the **Insured** to the **Employee** under the Fatal Accidents Act, 1855 caused solely and directly due to employment under the **Insured** in the **Business** in respect of which the within policy is granted.

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

5. Coverage for Terrorism:

Policy No.

Insured:

In consideration of the payment of additional premium, it is hereby understood and agreed that this Policy is extended to cover the legal liability of the **Insured** to the **Employee** by accident directly or indirectly caused by or arising from or in consequence of or attributable to 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 cover, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

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

ENDORSEMENTS

1.

2. It is hereby understood and agreed that any work in connection with making and/or repairing of picture frames is expressly excluded from the indemnity granted under this Policy.

3. It is hereby understood and agreed that any work in connection with the sinking of shafts and the opening up or driving of levels or slants other than by the Insured's or sub-contractor's employees ordinarily engaged in coal raising is expressly excluded from the indemnity granted under this Policy. Note: As this endorsement also applies to risks other than coal mines it will be necessary to substitute for the words "coal raising" words suitable to each particular risk.

4. It is hereby understood and agreed that any work in connection with the making or repairing or any unit exceeding 50.80 kg. in weight is expressly excluded from the indemnity granted under this Policy.

5. It is hereby understood and agreed that any work in connection with woodworking machinery driven by steam gas, water, electricity or other mechanical power is expressly excluded from the indemnity granted under this Policy.

6. It is hereby understood and agreed that any work in connection with horses and/or live stock is expressly excluded from the indemnity granted under this Policy.

7. It is hereby understood and agreed that any work in connection with the carting removal or delivery of goods other than by hand is expressly excluded from the indemnity granted under this Policy.

8. It is hereby understood and agreed that any work in connection with erecting or repair away from the shop or yard of the Insured is expressly excluded from the indemnity granted under this Policy.

9. This policy does not indemnify the Insured in respect of any claim arising in connection with Lift Attendants.

10. This Policy does not indemnify the Insured in respect of any claim arising in connection with Commercial Travellers.

11. This Policy does not indemnify the Insured in respect of any claim arising in connection with the delivery or cartage of goods whether by handcart or otherwise.

12. It is hereby understood and agreed that any work in connection with the delivery or cartage of goods other than by hand, handcart, cycle or bicycle is expressly excluded from the indemnity granted under this Policy

13. It is hereby understood and agreed that any work in connection with the use of machinery driven by steam gas, water electricity or other mechanical power is expressly excluded from the indemnity granted under this Policy

14. It is hereby understood and agreed that any work in connection with the building of craft of other material than wood and all sea risks are expressly excluded from the indemnity granted under this Policy

15. It is hereby understood and agreed that any work in connection with osier and willow cutting from growth is expressly excluded from the indemnity granted under this Policy.

16. It is hereby understood and agreed that any work in connection with the manufacture of wire mattresses is expressly excluded from the indemnity granted under this Policy

17.....

18. It is a condition of this Policy that the indemnity granted is in respect of indoor domestic servants only.

19. It is a condition of this Policy that the indemnity granted is in respect of indoor servants only, excluding Lift Attendants.

20.....

21. It is hereby understood and agreed that any work in connection with clay getting from any quarry or pit, or clay mining operations or the construction repair or demolition of kiln chimneys is expressly excluded from the indemnity granted under this Policy

22. It is hereby understood and agreed that any work in connection with clay getting or bales-getting below 6 Metres in depth from surface level or the construction repair or demolition of kiln chimneys is expressly excluded from the indemnity granted under this Policy

23.....

24.....

25. It is hereby understood and agreed that any work in connection with the demolition or pulling down of buildings over 9 Metres in height the erection, repair or demolition of towers steeples, blast furnaces, chimney shafts, viaducts or bridges or quarrying or any work connected with the construction, alteration or repair of wells over 6 Metres in depth from surface docks, railways canals tunnels or blasting operations is expressly excluded from the indemnity granted under this Policy

26. It is hereby understood and agreed that any work in connection with slating tiling dismantling breaking up or demolition of building works, plant or machinery of any description or any work in connection with the loading and discharging of vessels is expressly excluded from the indemnity granted under this Policy

27. It is hereby understood and agreed that any work in connection with slating tiling dismantling breaking up or demolition of buildings works, plant or machinery of any description is expressly excluded from the indemnity granted under this Policy.

28. This Policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of articles of material other than metal.

29. This Policy is issued on the express understanding and condition that soap is not manufactured on the premises described in the within Policy.

30.....

31.....

32.....

33.....

34.....

35.....

36.....

37. It is hereby understood and agreed that any work in connection with quarrying or mining is expressly excluded from the indemnity granted under this Policy.

38. It is hereby understood and agreed that all risks arising out of or in connection with the handling or use of explosives are expressly excluded from the indemnity granted under this Policy.

39. It is hereby understood and agreed that all risks in connection with deyword grinding are expressly excluded from the indemnity granted under this Policy.

40. It is hereby understood and agreed that any work in connection with airship hangers bridges, blast furnaces, colliery overhead winding gear, gasometers steeples, towers and viaducts, or any work in connection with roofs of railway stations and aeroplane sheds exceeding 9 Metres in height from the ground level, is expressly excluded from the indemnity granted under this Policy.

41.....

42.....

43. It is hereby understood and agreed that any work in connection with the loading and discharging of vessels is expressly excluded from the indemnity granted under this Policy.

44. It is hereby understood and agreed that all risks in connection with work away from land is expressly excluded from the indemnity granted under this Policy.

45.....

46.....

47.....

48. It is hereby understood and agreed that any work in connection with spinning and all processes preparatory thereto is expressly excluded from the indemnity granted under this Policy.

49.....

50.....

51.....

52. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to any description of employment other than specified in the following schedule.

53.....

54.....

55. It is hereby understood and agreed that any work in connection with the erection of flags, decorations, tents or marquees is expressly excluded from the indemnity granted under this Policy.
56.....

57.....

58.....

59.....

60. It is hereby understood and agreed that any work in connection with the handling and treatment of raw skins or hides is expressly excluded from the indemnity granted under this Policy.

61. It is hereby understood and agreed that any work in connection with the erection, painting, or demolition of gasometers is expressly excluded from the indemnity granted under this Policy.

62. It is hereby understood and agreed that any glazing work in connection with:-

- a) Roofs of railway stations;
- b) Any building of more than one floor in which the maximum height at which the work has to be done is more than 9 Metres from the ground level.
- c) Any building of one floor only in which the maximum height at which the work has to be done is more than 9 Metres from the ground level.

is expressly excluded from the indemnity granted under this Policy.

63. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no sale of wines, spirits or beer is carried on.

64. It is hereby understood and agreed that any work in connection with the testing or loading of fire-arms or cartridges is expressly excluded from the indemnity granted under this Policy.

65. It is hereby understood and agreed that any work in connection with the painting and decorating of airship hangars, bridges, blast furnaces, colliery, overhead winding gear gasometers steeples, towers and viaducts the painting scraping of ships, or any work in connection with the roofs of railway stations and aeroplane sheds exceeding 9 Metres in height from the ground level is expressly excluded from the indemnity granted under this Policy.

66. It is hereby understood and agreed that any work in connection with the painting or decorating of churches, chapels cinemas, theaters, music halls, public halls, airship bridges furnaces, colliery, overhead winding gear gasometers steeples, towers and viaducts the painting scraping of ships, or any work in connection with the roofs of railway stations and aeroplane sheds exceeding 9 Metres in height from the ground level is expressly excluded from the indemnity granted under this Policy. 67.....

68. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that all risks in connection with death or disablement by anthrax are expressly excluded from the indemnity granted under this Policy.

69. It is hereby understood and agreed that any work in connection with tree-felling is expressly excluded from the indemnity granted under this Policy.

70.....

71. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no manufacturing process is carried on.

72. It is hereby understood and agreed that any work in connection with wells exceeding a depth of 6 Meters from the surface or in connection with the sinking or digging of wells is expressly excluded from the indemnity granted under this Policy.

73. It is hereby understood and agreed that any work in connection with building construction, alteration demolition or repair is expressly excluded from the indemnity granted under this Policy.

74. It is hereby understood and agreed that any work in connection with the sinking or digging of wells to a greater depth than 6 Meters from the surface is expressly excluded from the indemnity granted under this Policy.

75.....

76.....

77. It is hereby understood and agreed that any work in connection with the manufacture or belting is expressly excluded from the indemnity granted under this Policy.

78. It is hereby understood and agreed that any work in connection with the dismantling breaking up or demolition of buildings, works plant machinery of any description is expressly excluded from the indemnity granted under this Policy.

79. It is hereby understood and agreed that all risks in connection with attendance on lunatics are excluded from the indemnity granted under this Policy.

80.....

81. It is hereby understood and agreed that all risks in connection with employees engaged in cutting up meat, and meat carriers and porters are expressly excluded from the indemnity granted under this Policy.

82. It is hereby understood and agreed that all risks in connection with meat carriers and porters are expressly excluded from the indemnity granted under this Policy.

83.....

84. It is hereby understood and agreed that any work in connection with piano tuning is expressly excluded from the indemnity granted under this Policy.

85. It is hereby understood and agreed that all risks in connection with the employment of porters, packers and carters engaged in connection with the removal or delivery of musical instruments are expressly excluded from the indemnity granted under this Policy.

86. It is hereby understood and agreed that any work in connection with the manufacture of repairs of pianos organs and harmoniums is expressly excluded from the indemnity granted under this Policy.

87. It is hereby understood and agreed that any work in connection with the occupation of a taxidermist is expressly excluded from the indemnity granted under this Policy.

88. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no paper is manufactured and that no printing is carried on other than the printing of newspapers or periodicals published otherwise than daily.

89. It is hereby understood and agreed that any work in connection with the manufacture of paper is expressly excluded from the indemnity granted under this Policy.

90. It is hereby understood and agreed that any work in connection with the production or refinement of mineral oils is expressly excluded from the indemnity granted under this Policy.

91.....

92. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no manufacture of red or white leads is carried on.

93. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no manufacture of machine made paper, tracing cloth tracing paper, or waxed papers is carried on.

94. It is hereby understood and agreed that any work in connection with papier mache decoration other than work inside buildings is expressly excluded from the indemnity granted under this Policy.

95. It is hereby understood and agreed that any work in connection with the manufacture of firelighters or in connection with the loading or discharging of vessels is expressly excluded from the indemnity granted under this Policy.

96.....

97. It is hereby understood and agreed that any work away from shop or studio is expressly excluded from the indemnity granted under this Policy.

98. It is hereby understood and agreed that the indemnity granted by the within Policy does not extend to indemnify the Insured in respect of accidents arising out of any work of construction, alteration, decoration or repair.

99.....

100. It is hereby understood and agreed that any work in connection with the fixing or plaster or fibrous plaster or in connection with work in buildings in course of construction alteration or repairs is expressly excluded from the indemnity granted under this Policy.

101.....

102. It is hereby understood and agreed that stable hands and employees engaged in riding are expressly excluded from the indemnity granted under this Policy.

103. It is hereby understood and agreed that the indemnity granted by the within Policy does not extend, to lead poisoning and that any work in connection with the manufacture of flooring, roofing and terra cotta tiles or in connection with clay getting in any quarry or pit or in connection with clay mining or in

connection with the construction, repair or demolition of kiln chimneys or in connection with the fixing of tiles is expressly excluded from the indemnity granted under this Policy.

104.....

105.....

106. It is hereby understood and agreed that grooms, jockeys and stable hands are expressly excluded from the indemnity granted under this Policy.

107. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no work is undertaken in connection with the application of asbestos millboard or steam packing to boilers pipes or otherwise.

108. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no bottling by mechanically driven machinery is carried on.

109. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no printing work is carried on.

110. It is hereby understood and agreed that any work in connection with the filling of projectiles or the manufacture handling or use of explosives is expressly excluded from the indemnity granted under this Policy.

111. to 114.....deleted.

115. It is hereby understood and agreed that any work in connection with the dismantling breaking up or demolition of buildings, works, plant, machinery or metal of any description or in connection with the loading and discharging of vessels is expressly excluded from the indemnity granted under this Policy.

116.....

117. It is hereby understood and agreed that the indemnity granted by the within Policy relates only to the risk of manufacturing small rivers used in connection with tin and copper work.

118. It is hereby understood and agreed that any work in connection with the manufacture of wire ropes is expressly excluded from the indemnity granted under this Policy.

119. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured only makes rope, cord and twine from cotton yarn and does not engage in any work connected with the preparing and spinning of cotton.

120. It is hereby understood and agreed that the indemnity granted by the within Policy does not extend to indemnify the Insured in respect of accidents arising to employees engaged in the occupation of riggers.

121. It is hereby understood and agreed that the indemnity granted by the within Policy does not extend to indemnify the Insured in respect of accidents arising out of yacht-racing.

122.....

123.....

124. It is hereby understood and agreed that any work in connection with the use of explosives or in connection with the construction of sewers exceeding in any part a depth of 3 Metres from the surface or in connection with tunnelling is expressly excluded from the indemnity granted under this Policy.

125. to 128deleted.

129. It is hereby understood and agreed that mechanics are expressly excluded from the indemnity granted under this Policy.

130. It is hereby understood and agreed that any work in connection with the cutting of sticks from growth is expressly excluded from the indemnity granted under this Policy.

131. It is hereby understood and agreed that the indemnity granted under the within Policy does not extend to indemnify the Insured in respect of accidents to:-

- a) Hands in warehouse receiving or delivering from or to vessels and/or on dock, quayside or wharf.
- b) Stevedores or lightermen
- c) Employees engaged in delivery by any form of vehicle mechanical or otherwise, except by hand or by hand cart.

132. It is hereby understood and agreed that any work in connection with roof and ceiling work or in connection with clay-getting from any quarry or pit or clay-mining is expressly excluded from the indemnity granted under this Policy.

133. It is hereby understood and agreed that any work in connection with smelting ore is expressly excluded from the indemnity granted under this Policy.

134.....

135. It is hereby understood and agreed that any risk in connection with the use of machinery driven by steam, gas, water, electricity or other mechanical power (except lifts) is expressly excluded from the indemnity granted under this Policy.

136.....

137.....

138. It is hereby understood and agreed that any work in connection with wiredrawing of any other metal than gold or silver is expressly excluded from the indemnity granted under this Policy.

139. It is hereby understood and agreed that any work in connection with wiredrawing of any other metal than gold or silver brass or copper is expressly excluded from the indemnity granted under this Policy.

140. It is hereby understood and agreed that in the event of any workman employed by the within named insured or any dependant of such workman bringing or making a claim under Section 12 of the Workmen's Compensation Act, 1923, and subsequent amendments of the said Act against...for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Insured may be carrying out for the saidthe Company will indemnify the saidagainst such claim and/or any costs, charges and expenses in respect thereof Provided always that the Company

shall not be liable hereunder unless the Company have the sole conduct and control of all claims covered by this endorsement. Nothing in this endorsement shall be construed as affecting the Insured's title to recover damages under any other Section of the said Act.

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

141. It is hereby understood and agreed that any work in connection with spinning and all processes preparatory thereto is expressly excluded from the indemnity granted under this Policy.

142.....

143.....

144. It is hereby understood and agreed that any work in connection with the making, fitting or repairing of any single part of unit exceeding 1524.00 Kilogram or any erecting or fixing away from the shop or yard of the Insured is expressly excluded from the indemnity granted under this Policy.

145. It is hereby understood and agreed that any work in connection with the making fitting or repairing of any single part or unit exceeding 508.00 kilogram or any erecting or fixing away from the shop or yard of the Insured is expressly excluded from the indemnity granted under this Policy.

146. It is hereby understood and agreed that any work in connection with the filling of cartridges is expressly excluded from the indemnity granted under this Policy.

147. It is hereby understood and agreed that any work in connection with pit sinking or the construction, alteration, or repair of chimney shafts is expressly excluded from the indemnity granted under this Policy.

148. It is hereby understood and agreed that any erecting or fixing away from the shop or yard of the Insured where any single part or unit exceeds 1524.00 Kilogram in weight is expressly excluded from the indemnity granted under this Policy.

149. It is hereby understood and agreed that any work in connection with the making fitting or repairing of gas or oil engines which exceeds 20 break-horse power is expressly excluded from the indemnity granted under this Policy.

150 to 153deleted.

154. It is hereby understood and agreed that any work in connection with erecting or repairing lifts which exceed 101.60 kilogram lifting capacity or in connection with shaft or lift well sinking is expressly excluded from the indemnity granted under this Policy.

155. It is hereby understood and agreed that any work in connection with shaft or lift-well sinking is expressly excluded from the indemnity granted under this Policy.

156.....

157. It is hereby understood and agreed that any work which requires stagings or ladders is expressly excluded from the indemnity granted under this Policy.

158. to 165.....deleted.

166. It is hereby understood and agreed that any work in connection with castings, exceeding 12.7 kilogram in weight is expressly excluded from the indemnity granted under this Policy.

167.....

168. It is hereby understood and agreed that any work in connection with castings exceeding 1 ton in weight is expressly excluded from the indemnity granted under this Policy.

169. to 176.....deleted.

177. The within policy does not indemnify the Insured in respect of any death due solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

178. It is hereby understood and agreed that any work in connection with the sinking or digging of wells is expressly excluded from the indemnity granted under this Policy.

179. In consideration of the payment of additional premium, it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to the Employees in the employment of Contractors performing work for the Insured while engaged in the Business in respect of which the within Policy is granted, but only so far as regard claims under the Employees Compensation Act, 1923, and subsequent amendments of said Act prior to the date of the issue of this Policy. Subject to otherwise to the terms, provisions and conditions of the within Policy

180 to 185.....deleted.

186. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured is indemnified only in respect of accidents arising out of the building of - Barges
Dredgers Yatches Passenger Vessels

Hoppers Tugs Pilot Boats Cargo Vessels

not exceeding 1,000 tons gross measurement.

187. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured is indemnified only in respect of accidents arising out of the building of - Barges
Dredgers Yatches Passenger Vessels

Hoppers Tugs Pilot Boats Cargo Vessels

not exceeding 2,000 tons gross measurement; or the building of –

Torpedo Boats, Destroyers, steam Trawlers, Shallow-draught River Gunboats,

not exceeding 500 tons displacement.

188. to 194.....deleted.

195. It is hereby understood and agreed that any work in connection with forgings which exceed 12.7 kilogram in weight is expressly from the indemnity granted under this Policy.

196.....

197. It is hereby understood and agreed that any work in connection with forgings which exceed 1 ton in weight is expressly from the indemnity granted under this Policy.

198. to 200.....deleted.

201. It is hereby understood and agreed that any work in connecting with the cleaning of windows is expressly excluded from the indemnity granted under this Policy.

202. to 204.....deleted.

205. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of accidents arising out of work on board ships.

206. It is hereby understood and agreed that no liability attaches to the Company if the Insured has or uses any machinery (other than cranes, hoists or lifts) driven by the steam, gas, water, electricity or other mechanical power.

207.....

208. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of accidents arising out of the occupation of ship chandler.

209.....

210. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of accidents arising to employees whilst engaged in surveying or in inventory making.

211. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of accidents arising to employees whilst engaged on ships, docks, quays or wharves.

212. It is hereby understood and agreed that any work in connection with the building or repair of railway coaches or railway wagons is expressly excluded from the indemnity granted under this Policy.

213.....

214.....

215. It is hereby understood and agreed that any work in connection with the erection fixing or repair of stained glass away from the shop or yard of the Insured and any liability to employees arising from lead poisoning are expressly excluded from the indemnity granted under this Policy.

216.....

217. It is hereby understood and agreed that any work in connection with quarrying or mining or in connection with loading, unloading, carting and all other operations incidental to quarry work are expressly excluded from the indemnity granted under this Policy.

218. It is hereby understood and agreed that any work in connection with fixing and rigging is expressly excluded from the indemnity granted under this Policy.

219. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no blasting is done.

220. It is hereby understood and agreed that any work in connection with the manufacture of fireclay goods other than spur or stilt manufacture, or any work in connection with clay-getting from any quarry or pit or clay-mining operations or the construction repair or demolition of kiln chimneys is expressly excluded from the indemnity granted under this Policy.

221.....

222. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no printing of daily newspapers or manufacture of paper is carried on.

223. It is hereby understood and agreed that the indemnity granted under this Policy is in respect of open workings only.

224. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured is indemnified only in respect of accidents arising out of the repairing of - Barges
Dredgers Yatches Passenger Vessels

Hoppers Tugs Pilot Boats Cargo Vessels

not exceeding 1,000 tons gross measurement.

225. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured is indemnified only in respect of accidents arising out of the repairing of - Barges
Dredgers Yatches Passenger Vessels

Hoppers Tugs Pilot Boats Cargo Vessels

not exceeding 2,000 tons gross measurement, or of –

Torpedo Boats, Destroyers, Steam Trawlers, Shallow-draught River Gunboats

exceeding 500 tons displacement or of warships, is expressly excluded from the indemnity granted under this Policy.

226. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the insured holds an off-licence only.

227. It is hereby understood and agreed that any work connection with demolition or pulling down of buildings, over 9 Metres in height or any work in connection with the fitting of generating stations is expressly excluded from the indemnity granted under this Policy.

228. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no cleaning work is undertaken other than in respect of the interiors of buildings. 229.....

230. It is hereby understood and agreed that the indemnity granted under the within Policy does not extend to indemnify the Insured in respect of accidents to –

a) Hands in warehouse receiving or delivering from or to vessels and/or on dock, quayside or wharf. b) Stevedores or lightermen

231. It is hereby understood and agreed that any work in connection with bottling by mechanically driven machinery is expressly excluded from the indemnity granted under this Policy.

232. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured is indemnified only in respect of accidents arising out of the repairing of - Barges

Dredgers Yatches Passenger Vessels

Hoppers Tugs Pilot Boats Cargo Vessels

not exceeding 2,000 tons gross measurement, or of –

Torpedo Boats, Destroyers, Steam Trawlers, Shallow-draught River Gunboats

exceeding 500 tons displacement.

233.....

234. It is hereby understood and agreed that any work on buildings is expressly excluded from the indemnity granted under this Policy.

235. It is hereby understood and agreed that any work outside the shop or yard of the Insured, other than delivery or cartage is expressly excluded from the indemnity granted under this Policy.

236. It is hereby understood and agreed that any work in connection with erection of generating and storage plant is expressly excluded from the indemnity granted under this Policy.

237. It is hereby understood and agreed that any work in connection with the erection fitting up or repair of plant or installations in generating stations, cinemas collieries, factories, mines quarries, ships theaters music halls, public halls and on the roofs, of railway stations over 9 Metres in height is expressly excluded from the indemnity granted under this Policy.

238. It is hereby understood and agreed that any claim arising out of work on ships or underground in collieries, mines and quarries is expressly excluded from the indemnity granted under this Policy.

239. It is hereby understood and agreed that any work in connection with the construction or repair of any article, Part or unit which exceeds 12.7 kilogram in weight when completed for use, and any erecting fitting or repair in generating stations, cinemas, collieries factories, mines, quarries, ships theaters music halls, public halls and on roofs of railway stations over 9 Metres in height is expressly excluded from the indemnity granted under this Policy.

240. It is hereby understood and agreed that any work in connection with the construction or repair of any article, Part or unit which exceeds 5 tons in weight when completed for use, and any erecting fitting or repair in generating stations, cinemas, collieries factories, mines, quarries, ships theaters music halls, public halls and on roofs of railway stations over 9 Metres in height is expressly excluded from the indemnity granted under this Policy.

241. It is hereby understood and agreed that any work in connection with the manufacture or handling of any unit exceeding 12.7 kilogram in weight when completed for use is expressly excluded from the indemnity granted under this Policy.

242 to 244.....deleted.

245. It is hereby understood and agreed that any work in connection with the construction and/or repair of any unit which exceeds 3 tons in weight when completed for use, or in connection with lift and crane making and erecting or any fitting, or erecting away from the shop or yard of the Insured is expressly excluded from the indemnity granted under this Policy.

246. It is hereby understood and agreed that any work in connection with lift and crane making and erecting is expressly excluded from the indemnity granted under this Policy.

247.....

248. In consideration of any additional premium having been paid the within Policy is extended to indemnify the Insured in respect of his legal liability to occasional domestic employees engaged in connection with his house or garden (or stable*) (or in connection with motor cars). The expression “occasional” “domestic employees” shall not be deemed to include any person regularly employed for more than two days a week whether for the whole or part of a day, or any person employed continuously for more than two months.

*To be inserted only when coach man, groom or syce is permanently employed and the necessary premium has been paid.

To be inserted only when the additional premium has been based on the total premium paid including the premium paid for a permanent motor driver or drivers.

249.....

250.....

251. It is hereby understood and agreed that any work in connection with the construction alteration or repair of buildings designed or intended to exceed when completed 9 Metres in height from the ground level is expressly excluded from the indemnity granted under this Policy.

252. It is hereby understood and agreed that any work in connection with the construction alteration or repair of roofs on buildings designed or intended to exceed when completed 9 Metres in height from the ground level is expressly excluded from the indemnity granted under this Policy.

253. In consideration of premium being paid on the total earnings of the undernoted employees receiving more than Rs. 1000/- per month, it is hereby understood and agreed that the within Policy subject to the terms and conditions thereof is extended to indemnify the insured in respect of his liability at Common Law including the Fatal Accidents Act 1855 for accidents to such employees arising out of and in the course of the employment.

254. to 257.....deleted.

258. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of accidents arising employees while engaged in racing pace making or speed trials.

259. It is hereby understood and agreed that all work in connection with the repair or Motor Cars is expressly excluded from the indemnity granted by this Policy.

260. It is hereby understood and agreed that all work in connection with making fitting or repairing of any single part or unit exceeding 508.00 kgs. is expressly excluded from the indemnity granted by this Policy.

261. to 265deleted.

266. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no work is undertaken by the Insured requiring the use of stagings or slings.

267. to ...276.....deleted.

277. It is hereby understood and agreed that all liability in connection with hands employed in foundry work is expressly excluded from the indemnity granted under this Policy.

278.....

279. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the only work carried on by the Insured is the manufacture of crucible and/or blister steel.

280.....

281. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the only work carried on by the Insured is the making or water fittings, excluding metres.

282. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does not undertake work on board ships.

283.....

284.....

285. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no work is done away from the shop or yard of the Insured.

286.....

287. It is hereby understood and agreed that this Policy does not indemnify the Insured against claims in respect of accidents to employees while travelling in aircraft.

288. It is hereby understood and agreed that any work outside buildings is expressly excluded from the indemnity granted under this Policy.

289. It is hereby understood and agreed that any work outside buildings other than private dwellings, is expressly excluded from the indemnity granted under this Policy.

290. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of any accident arising out of any work in connection with –

- a) The use of explosives;
- b) The making of sewers and/or other excavations, exceeding in any part a depth of 3 Metres from the surface;
- c) Quarrying
- d) Tunnelling

291. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no work is undertaken in connection with –

- a) The use of explosives;
- b) Quarrying
- c) Tunnelling

292.....

293 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does no bleaching or dyeing other than of yarn and/or thread.

294. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does no calico printing.

295. It is hereby understood and agreed that any work in connection with woodworking machinery driven by steam, gas, water, electricity or other mechanical power, or in connection with the feeling, sawing and carting of trees is expressly excluded from the indemnity granted under this Policy. 296.....

297. The within Policy does not indemnify the Insured in respect of claims for lead poisoning.

298. The within Policy indemnifies the Insured only in respect of the making of toilet soaps from manufactured soap, the process carried on being the remelting and perfuming of manufactured soap.

299.....

300. It is hereby understood and agreed that the within Policy does not indemnify the Insured in respect of any claim arising in connection with blasting operations or Timber felling.

301. It is hereby understood and agreed that the within Policy does not indemnify the Insured in respect of any claim arising in connection with sign, erecting.

302. It is hereby understood and agreed that the Company shall not be liable by virtue of this Policy if at any time the Insured carries on any other than a retail business.

303. It is hereby understood and agreed that no liability attaches to the Company if at any time the Insured has or uses any presses driven by steam, gas, water, electricity or other mechanical power.

304. It is hereby understood and agreed that no liability attaches to the Company under this Policy if any bleaching and/or dyeing is done by the Insured.

305.....

306.....

307. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does not work a quarry.

308. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that any stone and/or slate Dressing and/or Stone Breaking Yard occupied by the Insured is not situated within one mile of the quarry worked by the Insured.

309. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the duties of none of the employees at any stone and/or State dressing and/or Stone breaking Yard occupied by the Insured take them at any time to a quarry where any blasting is done.

310. It is hereby understood and agreed that the within Policy does not indemnify the insured in respect of claims made by employees engaged in stables and/or away from the shop or yard of the Insured.

311. It is hereby understood and agreed that the within Policy does not indemnify the insured in respect of claims for accidents arising out of or in connection with cartage of goods.

312. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does not handle in the course of his business any other material than ivory and/or tortoiseshell and/or pearl.

313. It is hereby understood and agreed that the within Policy does not indemnify the Insured in respect of claims for accidents arising out of work upon buildings.

314. to 316.....deleted.

317. It is hereby understood and agreed that no liability attaches to the Company if the insured uses celluloid in the course of his business.

318. to 320deleted.

321. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does not handle in the course of his business any explosives. 322.....

323. It is hereby understood and agreed that any work in connection with the enamelling and Japanning of articles of any other material than metal is expressly excluded from the indemnity granted under this Policy.

324. to 326.....deleted.

327. It is hereby understood and agreed that any wok in connection with churches, chapels, cinemas, exhibitions, music halls, public halls and theaters is expressly excluded from the indemnity granted under this Policy.

328.....

329. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured in the course of business does no quarrying or stone-cutting and uses no machinery either power driven or otherwise.

330.....

331. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that wool-combing is not and will not be carried on by the Insured in the course of business.

332.....

333. This Policy is issued subject to a warranty by the Insured that no vessels are or will be loaded or unloaded by his employees at his warehouse situated at.....

334. It is hereby understood and agreed that any claim arising in connection with the use of cycles is expressly excluded from the indemnity granted under this Policy.

335. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the insured does not engage in any work involving the use at any time of ladders, stagings, and/or scaffolding.

336. It is hereby understood and agreed that all risks in connection with the use of motor cycles are expressly excluded from the indemnity granted under this Policy.

337. It is hereby understood and agreed that all works in connection with pits, whether by the Insured's employees or otherwise is expressly excluded from the indemnity granted under this Policy.

337A. Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the liability of the Company under the within Policy is restricted to accidents arising out of and in the course of employment which result in death and the Company shall not be liable to reimburse the Insured any compensation payable in respect of non-fatal accidents.

338.....

339. It is hereby understood and agreed that this Policy does not indemnify the Insured in respect of any claim arising in connection with the employment of wool Sorters.

340. It is hereby understood and agreed that the Company shall not be liable by virtue of this Policy if at any time the Insured engages in yarn production.

341. It is hereby understood and agreed that the Company shall not be liable by virtue of this Policy if at any time the Insured engages in any process other than winding.

342. It is hereby understood and agreed that any liability in connection with manufacture of aerated waters is expressly excluded from the indemnity granted under this Policy.

343. It is hereby understood and agreed that this Policy does not indemnify the Insured in respect of any claim arising in connection with fixing repairing or winding tower, turret or railway clocks.

344. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no manufacture of Celluloid Toys is carried on.

345. In consideration of the payment of 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...*..... in respect of each **Employee** per accident and the aggregate liability of the Company for all accidents during the **Period of Insurance** to Rs...*..... Subject to otherwise to the terms, provisions and conditions of the within Policy.

346. See Residual Liability Tariff sheet 6

347.....

348.....

349. Notwithstanding anything to the contrary contained in the within Policy the Insured undertakes to make to the Company within one month of the termination of Insurance a declaration of maximum number of members of the club insured by the within Policy during such Period of Insurance and if the total number so declared shall differ from the number in respect of which premium has been paid, a proportionate additional premium shall be paid to or a proportionate refund of premium be made by the Company as the case may be.

350. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of:-

a) any accident arising out of any work in connection with:-

- 1) the use of explosives;
- 2) the making of sewers and/or other excavations exceeding in any part a depth of 3 Metres from the surface;
- 3) Quarrying;
- 4) Tunnelling;

b) any death due solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

351. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of:-

a) any accident arising in connection with :-

- 1) any work other than of maintenance and/or repair
- 2) water diversion, pile driving dam construction or work within or behind dams;
- 3) the removal or fixing of dock gates;
- 4) the employment of drivers or the use of explosives.

b) any death due solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

352. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of:-

a) any accident arising out of any work in connection with the construction of bridges exceeding or designed to exceed any part when completed 6 Metres in height from road or water level at low tide or in connection with the construction of bridges built of other material than brick stone, timber or concrete.

b) any death solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

352A. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of:-

a) any accident arising out of any work in connection with the construction of bridges built of other material than brick stone timber or concrete.

b) any death due solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

353. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of :-

a) any accident arising out of any work in connection with :-

1. the use of explosives
2. quarrying
3. tunnelling.

b) any death due solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

354. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of:-

a) any accident arising out of any work in connection, with the construction, alteration or demolition of buildings, the construction alteration, maintenance or repair of pumping stations, reservoirs, filter beds and softening tanks, the sinking and digging of wells and the handling and use of explosives.

b) any death due solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

355. It is hereby understood and agreed that any work in connection with the sinking of shafts in connection with underground operations is expressly excluded from the indemnity granted under this Policy.

356.....

357. It is hereby understood and agreed that this Policy is issued on the express understanding and condition that commercial Travellers covered under itemof the schedule are prohibited from using Motor Cycles, Scooters in course of their employment.