EMPLOYEE'S COMPENSATION INSURANCE

Part 1 of the policy

POLICY

SCHEDULE Policy No. 4010/XXXXX/XX/XXX (TRUE COPY)

Issued at MUMBAI

1. Name of the Insured: ABC Ltd.
2. Address of the Insured: ABC, NEW Delhi,110001
3. Risk Location Address: ABC COMPLEX, BHUBNESWAR,751001
4. Intermediary Details: Agency Code1: 1234562
   Agency Name: XYZ
   Agent's mobile no.: 88XXXXXXXX
   Agent's E-mail ID: abc.de123@gmail.com
5. Period of Insurance: From: 18/01/2023 Time: 00:00 Hours To Midnight of 17/01/2024
6. Total Sum Insured: XXXX.XX
7. Premium Calculations:

Premium Break Up	(Rs.)	Premium (Rs.)
Stamp Duty	(Rs.)	XX.XX
*Total Premium	(Rs.)	XXXXX.XX

*Premium value mentioned above is inclusive of taxes applicable

8. No. of lives: XX
9. Details of employees to be insured

Estimated Number of Employees	Occupation of Employees	Estimated Total Salaries Wages and other money earnings	Estimated Total Earnings for the Policy Duration	Place or Places of Employment	Industry Classification	Sub Industry Classification	Risk Classification Code
XX	SKILLED	XXXX	XXXX	ABC COMPLEX BHUBNESWAR. ----- ORISSA--KHORDHA--751001	abcd	NA	135
XX	UNSKILLED	XXXX	XXXX	ABC COMPLEX BHUBNESWAR. ----- ORISSA--KHORDHA--751001	efgh	NA	135

XX	SEMI SKILLED	XXXX	XXXX	ABC COMPLEX BHUBNESWAR. ----- ORISSA--KHORDHA--751001	ijkl	NA	135
Total: XX			Total : XXXX				

10. Scope of cover

Main Coverage: EC Liability Cover Table 'A'

Extensions:

Medical Extension cover: Medical Extension is covered up to Rs. XXXX

Endorsement

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

(i)	Policy for Table A only
(ii)	No. of lives: XX
(iii)	Risk Classification code : XXX
(iv)	Policy is issued on unnamed basis.
(v)	Entry age limit: As per EC Act
(vi)	Risk Location Address: ABC COMPLEX, BHUBNESWAR,751001
(vii)	Special Condition: zxcvbnm

Exclusions:

(i)	Any employment compensation in excess of the actual sum insured for employee's compensation ordinance (not to apply in respect of common law awards)
(ii)	Underground and/or underwater mines and/or underground services in connection therewith. However, this exclusion shall only apply where more than 20 people are working at the same location at any one time.
(iii)	Sub aqueous work (underwater work).
(iv)	Quarries, where explosives are used.
(v)	Contractors engaged exclusively in wrecking or demolition of building and/or scrap metal merchants.
(vi)	Losses suffered on or in connection with offshore rigs.
(vii)	Aircraft crews in respect of flight risk.? However, this exclusion shall not apply to aircraft which are set aside for non-fare paying executive use and which are crewed by six persons or less.
(viii)	Ship crews other than on inland vessels or on vessels operating within territorial waters. However, this exclusion shall not apply to a vessel crewed by six persons or less.
(ix)	Fire brigades other than those formed privately for loss prevention purposes.
(x)	Service in any kind of armed forces (including, but not limited to military, police, security services).
(xi)	Operation of railways, other than sidings.
(xii)	Employees employed on a permanent basis in USA and/or Canada.
(xiii)	Professional sports team.

(xiv)	Any compensation in medical extension expenses if the injured is hospitalized for more than 12 month due to an accident as per the coverage opted in EC policy.
(xv)	Pandemics/epidemics as declared by WHO and /or Government of India
(xvi)	Fire crackers manufacturing activity
(xvii)	Losses suffered in the course of manufacturing and /or supplying and/or producing storing, filling, breaking down, transporting:- (a)Fireworks, ammunition, fuses, cartridges, powder, nitroglycerine, or any explosives. (b)Gases and/or air under pressure in containers. (c)Butane, methane, propane, and other liquefied gases. (d)Celluloid and pyroxylin. (e)Petrochemicals and also chemicals of a toxic (as defined under India's Public Liability Act 1991), noxious, explosive and/or highly flammable nature. (f)Asbestos and/or asbestos products.(It is understood and agreed, however, that the storage, transport and/or handling if any of the substances above mentioned other than f) which is merely incidental to the operation and/or trade of the Insured's not otherwise excluded, is covered)

Nature of work/activity	
Policy type	UNNAMED
Entry age limit	As per EC Act
Policy cover	table A
Risk classification code	135
No of lives	130

Subject otherwise to terms and conditions of Employee’s Compensation Insurance Policy

Signed for and on behalf of the ICICI Lombard General Insurance Company limited, at Mumbai on this date 18/01/2023. The Policy shall stand cancelled ab initio in the event of non-realization of premium.

Authorized Signatory
ICICI Lombard General Insurance Company Ltd.

GSTIN Reg. No: 19AAACI7904G1ZK
IL GIC GSTIN Address : Seventh Apeejay House 15 Park Street Kolkata West Bengal 700016 HSN/SAC code : 997139 -
GENERAL INSURANCE SERVICES

"The stamp duty of Rs. 4.00 paid in cash or by demand draft or by pay order, vide Reciept/challan no. CSD45120223802 dated 05/09/2022."

EMPLOYEE'S COMPENSATION INSURANCE POLICY

WHEREAS the Insured by a Proposal which shall be the basis of this Contract and deemed to be incorporated herein, has applied to ICICI Lombard 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 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 claim for such compensation 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.

Part 2 of the policy

Definitions –

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

a. **Business** means the Business of the **Insured** as specified in the **Schedule** in respect of which this Policy is issued.

b. **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.

c. **Insured** means the person or organization specified in the Policy Schedule but does not include their Contractors or Sub Contractors.

d. **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**.

e. **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.

f. **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.

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

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

i. **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**.

General Exclusions /EXCEPTIONS:

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) 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.

c) Accidents 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 authorised to exercise control and supervision over the **Employee**.

d) For **Occupational Diseases** contracted by an **Employee.**

e) For interest and/or penalty imposed on the **Insured** under any law or otherwise.

f) Under any Law for medical expenses in connection with treatment of any **Injury** sustained by an **Employee.**

g) For persons employed in the **Business** under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the Schedule.

h) 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.

i) Assumed by agreement which would not have attached in the absence of such agreement.

j) 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.

k) For any accident occurring whilst the **Employee** is under the influence of intoxicating liquor or drugs.

l) For any incapacity or death of an **Employee** resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental **Injury**.

CONDITIONS

1. **The Contract**: This **Policy** and the **Schedule** shall be read together as one contract and any word defined herein and shown in bold shall bear such specific meaning wherever it may appear in the **Policy** or the **Schedule**.

2. **DUE OBSERVANCE**: The due observance and fulfilment of the terms, conditions and endorsements of this **Policy** so far as they relate to anything to be done or not to be done by the **Insured** shall be condition precedent to any liability of the Company to make any payment under this **Policy.**

3. **MIS-REPRESENTATION/NON-DISCLOSURE**: This Policy shall be void in the event of any mis-representation or nondisclosure 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. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of Insurance with one month from expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

7. **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 6 above.

   Company also reserves the right to cancel this **Policy** immediately upon becoming aware of any mis-representation, fraud, nondisclosure 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 this **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.

8. **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.

9. **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.

10. **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.

11. **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**.

12. **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.

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 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-initio.

17. **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. (*Applicable to commercial entities only)*

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

18. **Claim Clause/ Settlement of Claim**

1) Claim Intimation: Connect with us via: Toll-free no.: 1800 2666,

Email ID: customersupport@icicilombard.com, on our website:
https://coclaims.icicilombard.com/claimstracker/CommercialClaims/ccplandingpage.aspx
Register the claim and submit claim related documents along with claim form. You will receive a claim reference number as your reference point for future correspondence.

2) File an FIR: In case of third-party property damage/bodily injury, fire etc. if applicable as per policy terms and conditions.

3) Surveyor Appointment: Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim

4) Documents: submit documents to the assigned CSM/Surveyor.

List of documents which are necessary and relevant to the claim are as below:

1. Claim bill / Claim Form duly filled up
2. Photographs / Video of damaged property/item under claim
3. Document/s in support of admissibility of the claim, for instance, Service Engineer's Report, Fire Brigade Report, etc.
4. FIR / Final Police investigation report wherever applicable
5. For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed.
6. For items which are under claim & not to be repaired or reinstated, documents substantiating the quantum & value of the items under claim
7. Offer for retention of salvage, if any
8. KYC / NEFT Details as per AML guidelines
9. Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate
10. Any other document which may be specified by the surveyor post completion of initial survey

5) Assessment Approval: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor

6) Salvage: The amount that is assessed which the damaged asset will fetch in the open market *(wherever applicable).*

7) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 15 days of receipt of claim form and documents. Claim will be decided within 7 days of receipt of the assessment sheet / survey report *(This condition will not apply in case of policies issued on the property/building on reinstatement value basis) (Applicable to Retail policyholder).*

19. **Grievance Clause**

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). 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/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com.

The details of Insurance Ombudsman are available below: -

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Insurance Ombudsman 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.
2	BENGALURU Insurance Ombudsman 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
3	BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
4	BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman,	Odisha.

	62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	
5	CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
8	ERNAKULAM Insurance Ombudsman 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@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Insurance Ombudsman 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	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Insurance Ombudsman	Andhra Pradesh, Telangana,

	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	Yanam and Part of Territory of Puducherry.
11	JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Insurance Ombudsman 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@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.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.
14	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.	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,

	Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE Insurance Ombudsman 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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai M/East, M/West, N, S and T

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

Communicable Disease Exclusion [Clause]

1. Notwithstanding any provision, clause or term of this [insurance Contract] to the contrary, this [insurance Contract] excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

   1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and

   1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

   2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

   2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

   2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

   2.4 the disease, substance or agent is such:

      2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

      2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

   For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid - 19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this [insurance Contract].

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [insurance Contract] that is affected by such Communicable Disease.

5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this [insurance Contract] (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this [insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this [insurance Contract] that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].

6. If the [insurer] alleges that by reason of this [Endorsement][Clause] any amount is not covered by this [insurance Contract] the burden of proving the contrary shall rest in the [insured].

Endorsements

Subject to the other terms, conditions, deductible, co-payment, limitations and exclusions of the Employees Compensation Insurance Policy, below mentioned Endorsement can be opted by you to spread the coverage as per your requirement, on payment of additional premium as applicable.

1. **MEDICAL EXPENSES COVER**
   If You have opted for this endorsement on payment of an additional premium, the Employees Compensation Insurance 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 Our liability under this endorsement shall be limited to amount mentioned in Your Policy Schedule for each employee per accident (against "each employee per accident limit") and Our aggregate liability for all accidents during the Policy Period shall be limited to amount as mentioned in Your Policy Schedule (against "aggregate limit of all accidents").

2. **OCCUPATIONAL DISEASE COVER**
   If You have opted for this endorsement on payment of an additional premium, indemnity granted under this Insurance Policy is extended to cover the legal liability of the Insured to 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 Our liability under this endorsement shall be limited to amount mentioned in Your Policy Schedule for each employee (against "each employee limit") and Our aggregate liability for all Employees during the Policy Period shall be limited to amount as mentioned in Your Policy Schedule (against "aggregate limit of all Employees").

3. **COVERAGE FOR CONTRACTORS WORKERS/ EMPLOYEES**
   If You have opted for this endorsement on payment of an additional premium, the indemnity granted under this Insurance Policy is extended to cover the legal liability of the Insured to Employees in the employment of Contractors performing work for the Insured while engaged in the Business in respect of which this

endorsement 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

S.No	Nature of work done by Employees	Declared number of employees	Declared Wages/Contract Value during the Period of Insurance	Place/Places of Employment