

Employers' Liability Policy

I. OPERATIVE CLAUSE:

Whereas the Insured named in the schedule hereto and carrying on the business described in the said schedule has applied to the Tata AIG General Insurance Company Limited (hereinafter called 'the company') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the company will indemnify the Insured against their legal liability to pay compensation including claimant's costs, fees and expenses anywhere in the territories stated in Item 4 of the Schedule forming a part of this policy.

II INSURING AGREEMENTS

A Coverage To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom,

- (a) sustained by any employee of the insured arising out of and in the course of his employment by the insured either in operations in a territory designated in Item 4 of the Schedule or in operations necessary or incidental thereto, or
- (b) sustained while temporarily outside India its territories or possessions, by any employee of the insured who is a citizen or resident of the India arising out of and in the course of his employment by the insured in connection with operations in a territory designated in Item 4 of the Schedule;

B Defense, Settlement, Supplementary Payments. As respects the insurance afforded by the other terms of this policy the company shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended proceeding or suit, but without any obligation to apply for or furnish any such bonds;

- (c) pay all expenses incurred by the company, all costs taxed against the insured in any such proceeding or suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;
- (d) reimburse the insured for an reasonable expenses, other than loss of earnings, incurred at the, company s request.

The amounts incurred under this insuring agreement, are part of and not in addition to the amounts payable up to the applicable limit of liability as stated in Item 6 of the Schedule

III Definitions:

- (a) **Assault and Battery.** Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.
- (b) **Bodily Injury by Accident; Bodily Injury by Disease.** The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident."
- (c) **Company** means the Tata AIG General Insurance Company Limited.
- (d) **Worker's Compensation Law.** The unqualified term "worker's compensation law" means the worker's compensation law and any occupational disease law of India and a territory designated in Item 4 of the Schedule, but does not include those provisions of any such law which provide non-occupational disability benefits.

IV Applicability of Policy. This policy applies only to injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

EXCLUSIONS

This policy does not apply:

- (a) to operations conducted at or from any workplace not described in Item 2 or 4 of the Schedule
- (b) unless required by law or described in the Schedule, to domestic employment or to farm or agricultural employment;
- (c) to liability assumed by the insured under any contract or agreement, but this exclusion does not apply to a warranty that work performed by or on behalf of the insured will be done in a workmanlike manner;
- (d)
 1. to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of law, or

2. with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;
- (e) to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;
- (f) to any obligation for which the insured or any carrier as his insurer may be held liable under the worker's compensation or occupational disease law of a territory designated in Item 4 of the Schedule, any other worker's compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law.

CONDITIONS

1. Premium.

When used as a premium basis, "remuneration" means the total remuneration, paid or fallen due for payment including overtime, value of board per and/or lodging, housing accommodation, bonuses and all other perquisites or privileges or benefits in kind or money paid to all executive officers and other employees of the insured engaged in operations covered by this policy.

The insured shall maintain records of the information necessary for premium computation as stated in the declarations and shall send copies of such records to the company at the end of the policy period, and at such times during the policy period as the company may direct. 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 within 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.

2. Partnership or Joint Venture as Insured. If the insured is a partnership or joint venture such insurance as is afforded by this policy applies to each partner or member thereof as an insured only while he is acting within the scope of his duties as such partner or member.

3. Inspection and Audit. The company shall be permitted but not obligated to inspect at any reasonable time the workplaces, operations, machinery and equipment covered by this policy. Neither the right to make inspections nor the making thereof or any report thereon shall constitute an undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such

workplaces, operations, machinery or equipment are safe or healthful, or are in compliance with any law, rule or regulation.

The company shall each be permitted to examine and audit the insured's payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents and records of any and every kind at any reasonable time during the policy period and any extension thereof and within 30 days after termination of this policy, as far as they show or tend to show or verify the amount of remuneration or other premium basis, or relate to the subject matter of this insurance.

4. Notice of Injury. When an injury occurs written notice shall be given by or on behalf of the insured to the company as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the injury, the names and addresses of the injured and of available witnesses. The written notice is to be sent to the following address :

Tata AIG General Insurance Company Ltd]
Claims Department
<Address>

5. Notice of Claim of Suit. If claim is made or suit or other proceeding is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons, or other process received by him or his representative.

6. Assistance and Cooperation of the Insured. The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits or proceedings. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and other services at the time of injury as are required by the worker's compensation law.

7. Limits of Liability The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom" in the Coverage Section, include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment.

Company's total liability to pay compensation, Defense, Settlement Supplementary Payments shall not exceed the Indemnity limit stated in the schedule. Indemnity limit shall represent the total amount of company's liability during the policy period.

The limit of liability stated in the Schedule applies to company's liability for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one or more employees in anyone accident. The limit of liability stated in the Schedule applies to the

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company's liability for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by one or more employees of the insured in operations in the territory designated in item 4 of the Schedule or in operations necessary or incidental thereto.

The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

8. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

9. Other Insurance. If the insured has other insurance against a loss covered by this policy, the company shall not be liable to the insured hereunder for a greater proportion of such loss than the amount which would have been payable under this policy, had no such other insurance existed, bears to the sum of said amount and the amounts which would have been payable under each other policy applicable to such loss, had each such policy been the only policy so applicable.

10 Subrogation In the event of any payment under this Policy, the Insurer shall be subrogated to all of the Insured's rights of recovery to the extent of such payments against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and ensure that nothing is done to prejudice such rights and provide the Insurers with whatever reasonable co-operation and assistance they might require.

11. Assignment. Assignment of interest under his policy shall not bind the company, until its consent is endorsed hereon. If however, during the policy period the insured shall die, and written notice is given to the company within 30 days after the date of such death, this policy shall cover the insured's legal representative as insured, provided that notice of cancellation addressed to the insured named in the declarations and mailed or delivered, after such death, to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

12. Cancellation

- (a) The Insurers may cancel this Policy by giving 30 days written notice of such cancellation to the last known address of the Insured and in such

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Regd. Office: 15th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel,
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IRDA Registration No. 108

CIN no. U85110MH2000PLC128425, Pan No.AABCT3518Q

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UIN IRDAN108P0005V01200405

event the Insurers will return a pro-rata portion of the premium (subject to retaining the minimum premium prescribed under the Policy) for the unexpired Policy Period.

- (b) This Policy may also be cancelled by the Insured by giving 30 days written notice to the Insurers in which event the Insurers will retain premium at the customary short period scale, provided that there has been no Claim under the Policy during the Policy Period in which case no refund of premium shall be allowed.
- (c) The payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

13. Declarations. By acceptance of this policy the insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF the company has caused this policy to be signed by its authorized signatory but this policy shall not be valid unless completed by the attachment hereto of a Schedule page designated as Part Two and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

Authorised Signatory

Tata – AIG General Insurance Company Ltd.

Date :

**Part II
SCHEDULE**

Policy No.

Item 1 Company :

Item 2 Insured: Name
Address

Item 3 Business :

Item 4 Coverage under this policy applies to the following territories :

Item 5 Period of Insurance: (a) From----- to ----- (both dates inclusive)

Item 6 Limit of Liability

Item 7 Premium :

Subject to adjustment in the terms of Condition 1

The estimated amount of wages salaries and other earnings on which Premium is based.

Estimated Number Of Employees	Occupation of Employees	Estimated Total Salaries Wages and other money earnings	Value of food fuel quarters and other consideration in addition to money earnings	Estimated Total Earnings	Place or Places of Employment.

SECTION - Customer Grievance Redressal Procedure

The Company is committed to extend the best possible services to its customers. However, if **you** are not satisfied with **our** services and wish to lodge a complaint, please feel free to call **our** 24X7 Toll free number 1800-266-7780/022-66939500 (tolled) or **you** may email to the customer service desk at customersupport@tata-aig.com.

Nodal Officer

Please visit **our** website at www.tataaiginsurance.in to know the contact details of the nodal officer for **your** servicing branch.

After investigating the grievance internally and subsequent closure, **We** will send **Our** response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, **We** will inform **you** of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to manager.customersupport@tata-aig.com. After investigating the matter internally and subsequent closure, **We** will send **Our** response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to the Head - Customer Services at head.customerservices@tata-aig.com. After examining the matter, **We** will send **you** our final response within a period of 7 days from the date of receipt of **your** complaint on this email id.

Within 30 days of lodging a complaint with **us**, if **you** do not get a satisfactory response from **us** and **you** wish to pursue other avenues for redressal of grievances, **you** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Jurisdiction territory	Office of the Ombudsman
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel.: 079-25501201/02/05/06 Email: bimalokpal.ahmedabad@gbic.co.in
State of Karnataka.	24th Main Road, Jeevan Soudha Bldg, JP Nagar, 1st Phase, Bengaluru – 560 025. Tel.: 080-22222049/22222048 Fax: 080 - Email: bimalokpal.bengaluru@gbic.co.in
States of Madhya Pradesh and Chattisgarh.	2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in
State of Orissa.	62, Forest Park, BHUBANESHWAR-751 009. Tel.: - 0674-2596455/2596003 Fax : 0674-2596429 Email : bimalokpal.bhubaneswar@gbic.co.in
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	SCO No.101-103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706468/2772101 Fax : 0172-2708274 Email : bimalokpal.chandigarh@gbic.co.in
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044 - 24333668 / 24335284 Fax : 044-24333664 Email : bimalokpal.chennai@gbic.co.in

States of Delhi.	2/2 A, Universal Insurance Building, Asaf Ali Road, NEW DELHI-110 002. Tel.: 011-23234057/23232037 Fax : 011-23230858 Email : bimalokpal.delhi@gbic.co.in
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	“Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax : 0361-2732937 Email : bimalokpal.guwahati@gbic.co.in
States of Andhra Pradesh, Telangana and Union Territory of Yanam and a part of the Union Territory of Pondicherry.	6-2-46, 1 st Floor, Moin Court, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040-23376599 Email : bimalokpal.hyderabad@gbic.co.in
State of Rajasthan	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Road, Jaipur - 302 005. Tel.: 0141-2740363 Fax: 0141 - Email : bimalokpal.jaipur@gbic.co.in
State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	2nd Floor, CC 27/2603, Pulinat Bldg., M. G. Road, ERNAKULAM-682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email : bimalokpal.ernakulam@gbic.co.in
States of West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands.	Hindustan Building. Annexe, 4 th Floor, C.R. Avenue, Kolkatta – 700 072. Tel.: 033 - 22124339 / 22124346 Fax : 033 - 22124341 Email : bimalokpal.kolkata@gbic.co.in
Districts of Uttar Pradesh : Laitpur, Jhasi, 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	Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email : bimalokpal.lucknow@gbic.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel.: 022-26106960/26106552 Fax: 022 - 26106052 Email : bimalokpal.mumbai@gbic.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	3 rd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-32341320 Fax: 020 -2 Email : bimalokpal.pune@gbic.co.in

State of Bihar and Jharkhand.	1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel No: 0612-2680952 Email: bimalokpal.patna@gbic.co.in
State of Uttaranchal and the following Districts of Uttar Pradesh : Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazaibad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur	Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. NOIDA – 201301 Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in

This Policy is subject to IRDAI (Protection of Policyholder's Interests) Regulation, 2017.