

Kotak Mahindra General Insurance Company Ltd. (Formerly Kotak Mahindra General Insurance Ltd.)
Registered Office: 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051. Maharashtra, India.

Kotak Employees Compensation Insurance 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.

1. 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

2. 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
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- 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.
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- 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.
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- 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.
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- 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.
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- 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.
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- 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.
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- 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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.....

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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 still 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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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.