

**COMMERCIAL GENERAL LIABILITY**  
**UIN : IRDAN123CP0094V01202021**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the Company providing this insurance.

The word “Insured” means any person or organization qualifying as such under Section II - Who Is an Insured.

Other words and phrases that appear in bold or quotation mark type have special meaning. Refer to Section VI - Definitions.

“WHEREAS you have made to us, a Proposal, which is hereby agreed to be the basis of this Policy and have paid to us the premium specified in the Schedule.

NOW WE agree, subject always to the following terms, exclusions, limitations and conditions, to indemnify you in excess of the amount of the [Deductible/Retention] and subject to the Limit of Indemnity, against such loss as is herein provided.”

**SECTION I – COVERAGES 06-02. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**0001. Insuring Agreement**

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the Insured against any “suit” seeking those damages. However, we will have no duty to defend the Insured against any “suit” seeking damages for or to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- (3) Our duty to defend applies only in those countries in the coverage territory where the laws of the territory permit us to defend. In those countries in the coverage territory where the laws of the territory do not permit us to defend, we will reimburse you for your defense costs, subject to our prior authorization in writing. No other liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to “bodily injury” and “property damage” only if:

- (1) It is caused by an “occurrence” that takes place in the “coverage territory”;
- (2) It did not occur before the Retroactive Date, if any, as shown in the Schedule or after the Policy period
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
- (4) A claim for damages because of the “bodily injury” or “property damage” is first made against any insured, in accordance with paragraph c. below, during the policy period or any Extended Reporting Period we provide under “EXTENDED CLAIMS REPORTING PERIODS” (Section V)

c. A claim by any person or organization seeking damages will be deemed to have been made at the earlier of following times (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first or

(2) When we make settlement in accordance with paragraph 1.a. above.

All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury," will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

Any claim or "suit" must be made or brought in the "Coverage Jurisdiction" mentioned in the policy schedule

## 0002. Exclusions

This insurance does not apply to: **a.**

### **Expected or Intended Injury**

"Bodily injury" or "Property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property. **b. Contractual Liability**

"Bodily injury" or "Property damage" which the Insured is legally obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the Insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of "bodily injury" or "property damage", provided: (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and (b) Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### **c. Liquor Liability**

"Bodily injury" or "property damage" for which any Insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:
  - (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
  - (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### **d. Workers' Compensation and Similar Laws**

Any liability of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. **e. Employer's Liability** "Bodily injury" to:

- (1) An "employee" of the Insured arising out of and in the course of:
  - (a) Employment by the Insured; or
  - (b) Performing duties related to the conduct of the Insured's business; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (1) above.

### **This exclusion applies**

- (1) Whether the Insured may be liable as an employer or in any other capacity;
  - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- This exclusion does not apply to liability assumed by the Insured under an "insured contract".

### **f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this subparagraph does not apply to:
- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat, cool or dehumidify that building that is used to heat water for personal use by building's occupants or their guests;
  - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional Insured with respect to your ongoing operations performed for that additional Insured at that premises, site or location and such premises, site or location is not or never was owned or occupied by, or rented or loaned to, any Insured, other than that additional Insured; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them
- This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" .

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of property damage that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority. g. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and loading or unloading. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the or involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent or under supervision;

- (2) A watercraft you do not own that is:
- (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the Insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or operation of any machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- h. Mobile equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any Insured; or
  - (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
- i. War**

"Bodily injury" or "property damage" however caused arising directly or indirectly out of

- a) War including undeclared civil war
- b) war like action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- b) insurrection, rebellion, sabotage, revolution usurped power or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property** Property

damage to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the Insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are your work and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement. Paragraph (6) of this exclusion does not apply to "property damage" included in the "products- completed operations hazard".

**k. Deliberate, Intentional, wilful, infidelity and criminal acts**

"Bodily injury" or "property damage" arising out of a Deliberate, intentional, wilful, infidelity and criminal act committed by or at the direction of the insured subject to final adjudication

**l. Damage To Your product**

"Property damage" to your product arising out of it or any part of it.

**m .**

**Damage To Your work**

"Property damage" to your work arising out of it or any part of it and included in the "products-completed operations" hazard. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage to Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms. This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use. **o. Recall Of Products, Work Or Impaired Property** Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "impaired property"; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Employment-Related Practices** "Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of bodily injury to that person at whom any of the employment related practices describe in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (a) Whether the Insured may be liable as an employer or in any other capacity; and
- (b) To any liability to share damages with or repay someone else who must pay damages because of the injury.

**q. Personal and advertising injury**

"Bodily injury" arising out of personal and advertising injury.

**r. Asbestos & Silica**

"Property damage" or "bodily injury", arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to a ) asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing b ) silica, silica products, silica fibers, silica dust or silica in any form or to any liability of the Insured to indemnify any party because of damages arising out of such "property damage" or "bodily injury" as a result of manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust and Silica, silica products, silica fibers, silica dust or silica in any form.

**s. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate any Data Protection Law, Privacy Law, Indian Telegraphic Act and India Telegraphic Rules or any similar law and regulation including International Covenant on Civil and Political Right in the coverage Territory

**u. Fines & Penalties**

This policy does not cover liability for claims arising out of, directly or indirectly caused by or contributed to by Fines, penalties, Liquidated damages, Performance Guarantee, Punitive or exemplary damages or multiplication of awards

#### v. Professional Liability

This insurance does not apply to any "Bodily Injury" or "Property Damage" directly or indirectly caused by, in connection with or contributed to, by or arising from and out of any act, error, omission, malpractice or mistake of a professional nature committed by the Insured or any person for whom the Insured is legally responsible. It is understood that this exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured.

#### w. Nuclear and Radiation energy, Electro Magnetic Field, Electrical Black out and Brown out

This policy does not cover liability for claims arising out of, directly or indirectly caused by or contributed to by

- (a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) any non ionizing radiation like Microwave, near Ultra Violet radiation, Infrared and others
- (d) any biological effect of Electromagnetic Field, effect of sudden lack of electric current or sudden induced Voltage and current from Electrical Blackout and Brown out

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

#### x. Terrorism

This policy does not cover liability for claims arising out of directly or indirectly caused by or contributed to by Terrorism Act of Terrorism means an act defined under DEFINITION (SEC-VI, Item.no.21)

### 06-03. COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY 01. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of **personal and advertising injury to which this insurance applies. We will have the right and duty to** defend the Insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages for personal and advertising injury to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or **suit that may result. But:**

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend will end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- (3) Our duty to defend applies only in those countries in the coverage territory where the laws of the territory permit us to defend. In those countries in the coverage territory where the laws of the territory do not permit us to defend, we will reimburse you for your defense costs, subject to our prior authorization in writing.  
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to personal and advertising injury caused by an offense arising out of your business but only if the offense was committed in the coverage Territory during the policy period. Any claim or suit must be made or brought in the coverage Jurisdiction mentioned in the policy schedule.

#### 02. Exclusions

This insurance does not apply to:

- (1) **Knowing violations of Rights Of Another-** "Personal and advertising injury" caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury;
- (2) **Material Published with knowledge of Falsity-** "Personal and advertising injury" arising out of oral or written publication of material, in any manner, if done by or at the direction of the Insured with knowledge of its falsity;
- (3) **Material Published prior to Policy Period –** "Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;



(4) **Contractual Liability** – “Personal and advertising injury” for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of

the contract or agreement;

(5) **Breach of Contract-** “Personal and advertising injury” arising out of a breach of contract, except an implied contract to use another's advertising idea in **your advertisement**;

(6) **Quality Or Performance Of Goods – Failure To Conform To Statements** – “Personal and advertising injury” arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your advertisement;

(7) **Wrong description of prices-** “Personal and advertising injury” arising out of the wrong description of the price of goods, products or services stated in your **advertisement**;

(8) **Insured in Media and Internet Type business-** “Personal and advertising injury” committed by an Insured whose business is a ) advertising, broadcasting, publishing or telecasting b) designing or determining content of web sites for other or c) an internet search, access, content and service provider . However, this exclusion does not apply to Paragraphs

15.a., b. and c. of Personal & Advertising injury under the Definitions Section;

(9) **Pollution** – “Personal and advertising injury” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; (10) **Pollution related** - Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"

(11) **Infringement Of Copyright, Patent, Trademark Or Trade Secret** – “Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement". However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan

(12) **Electronic Chatrooms Or Bulletin Boards** – “Personal and advertising injury” arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(13) **Unauthorized Use Of Another's Name Or Product** – “Personal and advertising injury” arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers

(15) **Recording And Distribution Of Material Or Information In Violation Of Law** - Personal and Advertising injury arising directly or indirectly out of any action or omission that violates or is alleged to violate any Data Protection Law, Privacy Law, Indian Telegraphic Act and India Telegraphic Rules or any similar law and regulation including International Covenant on Civil and Political Right in the coverage Territory

(16) **Deliberate, Intentional, wilful, infidelity and criminal acts** - “Personal & advertising injury” arising out of a Deliberate, Intentional, wilful, infidelity and criminal act committed by or at the direction of the insured.

(17). **Fines & Penalties** - This policy does not cover liability for “Personal & Advertising injury” claims arising out of, directly or indirectly caused by or contributed to by Fines, penalties, Liquidated damages, Performance Guarantee, Punitive or exemplary damages or multiplication of awards

(18). **Professional Liability** - This insurance does not apply to any “Personal & Advertising injury” directly or indirectly caused by, in connection with or contributed to, by or arising from and out of any act, error, omission, malpractice or mistake of a professional nature committed by the Insured or any person for whom the Insured is legally responsible. It is understood this exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured.

(19) **War** “Personal and advertising injury” however caused arising directly or indirectly out of a) War including undeclared civil war b) war like action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; b) insurrection, rebellion, sabotage, revolution usurped power or action taken by governmental authority in hindering or defending against any of these

(20). **Terrorism** - This policy does not cover liability for claims arising out of directly or indirectly caused by or contributed to by Terrorism.

Act of Terrorism means an act defined under DEFINITIONS (SEC-VI, Item. no.21)

(21) **Asbestos & Silica** - Property damage” or “bodily injury”, arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to a ) asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing b ) silica, silica products, silica fibers, silica dust or silica in any form or to any liability



of the Insured to indemnify any party because of damages arising out of such "property damage" or "bodily injury" as a result of manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust and Silica, silica products, silica fibers, silica dust or silica in any form.

#### 06-04. COVERAGE C MEDICAL PAYMENTS 0001. Insuring Agreement



- a. We will pay medical expenses as described below for bodily injury caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations; provided that:
    - (1) The accident takes place in the coverage territory and during the policy period;
    - (2) The expenses are incurred and reported to us within sixty days of the date of the accident; and
    - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require
- b. **We** will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. **We** will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

#### 0002. Exclusions

We will not pay expenses for "bodily injury":

- a. To any Insured except "Voluntary workers".
- b. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any Insured, if benefits for the bodily injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the products-completed operations hazard.
- g. Excluded under Coverage A.
- h. Arising directly or indirectly out of a) War including civil war, invasion, act of foreign enemy, civil commotion, factional civil commotion b) war like action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents c) insurrection, rebellion, revolution usurped power or action taken by governmental authority in hindering or defending against any of these.

#### 06-05. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle or any suit against an Insured we defend:
  - a. All expenses we incur
  - b. Up to INR 17,500 or equivalent thereof for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. **We** do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to INR 17,500 a day because of time off from work.
  - e. All costs assessed or taxed against the Insured in the "suit".
  - f. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance. These payments will not reduce the limits of insurance.
2. If we defend an Insured against a suit and an indemnitee of the Insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the Insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same "insured contract;"
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
  - e. The indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the Insured and the indemnitee; and f. The indemnitee:
    - (1)Agrees in writing to:
      - (a)Co-operate with us in the investigation, settlement or defense of the suit;
      - (b)Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the suit;
      - (c)Notify any other insurer whose coverage is available to the indemnitee; and
      - (d)Co-operate with us with respect to coordinating other applicable insurance available to the Indemnitee; and
    - (2)Provides us with written authorization to:
      - (a)Obtain records and other information related to the suit; and
      - (b)Conduct and control the defense of the indemnitee in such suit.

So long as the above conditions are met, legal fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Section I - Coverage A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for bodily injury and property damage and will not reduce the limits of insurance.

Our obligation to defend an Insured's indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met

## 06-06. SECTION II- WHO IS AN INSURED

1. If you are designated in the Declarations as:
- a. An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers
  - d. An organization other than a partnership, or a joint venture or limited liability company you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders, with respect to the conduct of your business.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees
2. Each of the following is also an Insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or employees, other than either your executive officers (if you are an organization other than a partnership, or joint venture) or your managers (if you

are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “voluntary workers” are Insured for:

(1) “Bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-employee while that co-employee is either in the course of his or her employment or to your other "volunteer workers" while performing duties related to the conduct of your business
- (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of Paragraph (1)(a) above;

- (c) For which there is any liability to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) Property damage to property:
  - (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "voluntary workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company),
- b. Any person (other than your "employee" or "voluntary worker") or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only: (1) With respect to liability arising out of the maintenance or use of that property; and (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. With respect to mobile equipment registered in your name under any motor vehicle registration law, any person is an Insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an Insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an Insured with respect to:
  - a. "Bodily injury" to a co-employee of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an Insured under this provision.
- 4. Any organization you newly acquire or form, other than a partnership, or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations.

#### 06-07. SECTION III LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the maximum we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Combined Aggregate Limit is the maximum we will pay for the sum of damages paid under this policy and any local underlying policy. You will reimburse us within thirty (30) days of our request for any payment we make under this policy or any local underlying policy for damages or expenses after the Master Combined Aggregate Limit is exhausted.
3. Subject to 2. above, the General Aggregate Limit is the maximum we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
4. Subject to 2. above, the Products-Completed Operations Aggregate Limit is the maximum we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "Products Completed Operations hazard".

5. Subject to 3. above, the "Personal and Advertising Injury" Limit is the maximum we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
6. Subject to 3. or 4. above, whichever applies, the Each Occurrence Limit is the maximum we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
7. Subject to 6. above, the Damage To Premises Rented To You Limit is the maximum we will pay under Coverage A for damages because of property damage to any one premises, while rented to you, or in the case of damage by fire, explosion, water discharged from a pipe or water system, impact of Your motor vehicle system; while rented to you or temporarily occupied by you with permission of the owner.
8. Subject to 6. above, the Medical Expense Limit is the maximum we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
9. All payments made under any local policy issued to you by us or any other insurance company will reduce the Limits of Insurance of this policy.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

If a "suit" is brought, we will pay reasonable defence cost, that are required to defend the Insured subject to Limit Of Insurance. The most we will pay hereunder is fixed as set forth in the "Limits Of Insurance" section of this insurance contract.

## 06-08. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Notice of an occurrence or offense is not notice of a claim. b. If

a claim is received by any Insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2)

Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable within the policy period or Extended Reporting Period as defined under SEC-V. c. You and any other involved Insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";
- (2) authorize us to obtain records and other information;
- (3) Co-operate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent in writing.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of

insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss we cover under Coverage's A or B of this Coverage Part, our obligations are limited as follows: **a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for your work; (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for property damage to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, autos or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A Bodily injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional Insured by attachment of an endorsement; or (3) Any of the other insurance or any statutory insurance under any law that covers a loss on the same basis. When this insurance is excess, we will have no duty under Coverages A or B to defend you against any "suit" if any other insurer has a duty to defend you against that suit. If no other insurer defends, we will undertake to do so, but we will be entitled to your rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:



- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or suit is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

**10. Cancellation**

(a) We may cancel this Policy by giving 30 days written notice of such cancellation to the last known address of the first named Insured and in such event we 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 you by giving 30 days written notice to us in which event we 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 us shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

**11. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**12. Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

**13. Inspections and Surveys**

- a. We have the right to:
  - (1) make inspections and surveys at any time;
  - (2) give you reports on the conditions we find; and
  - (3) recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations, and such actions we do make relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And, we do not warrant that conditions:
  - (1) are safe or healthful; or
  - (2) comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar or other organization which makes insurance inspections, surveys, reports or recommendations.
- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**14. Premiums**

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

**Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your right and duties, but only with respect to that property.

**16. 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.

**17. Governing Law**

Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with Indian law.

**18. Other important conditions**

"Reasonable Care"; "Insured's representation"; "Notice of Losses and circumstances"

**06-09. SECTION-V EXTENDED CLAIM REPORTING PERIOD**

In the event of non-renewal or cancellation of this policy, either by the company or by the Insured, the company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:

- a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations/policy schedule; or
- b. "Personal injury" or "advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations/policy schedule.

Once in effect, Extended Reporting Periods may not be cancelled.

Extended Reporting Period does not reinstate or increase the Limits of Insurance

You must give us a written request for the endorsement within 60 days before the end of the policy period or intended date of cancellation for opting Extended Reporting Period beyond 90 days, and this additional period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and d. Other related factors.

**06-10. SECTION VI DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement..
2. "Auto" means
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged  
But auto does not include mobile equipment.
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" & "Coverage Jurisdiction"

“Coverage Territory” means anywhere in the world, including International waters or airspace, but excluding the United States of America, (including its territories and possessions), Puerto Rico and Canada or as specified in the policy schedule  
“Coverage Jurisdiction” means anywhere in Indian Union unless specified otherwise in the policy

5. “Defence Cost” shall mean all “reasonable and necessary” costs, charges, fees and expenses, including legal representation costs (other than salaries, commissions, expenses or other benefits of Insured Persons) which are incurred with “our” prior written consent by an Insured Person:

- a) in the defence of any Claim;
- b) in the negotiation of any settlement of any Claim;
- c) in the attendance of a regulatory or other official investigation, examination or enquiry;
- d) in the appeal of any Claim and the costs of bail or similar bonds.

Defence Costs also includes the costs of obtaining the opinion of a Senior Counsel or equivalent appointed in accordance with the terms of this Policy.

5. “Employee” includes a “leased worker”. Employee does not include a “temporary worker”.

6. “Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. “Hostile fire” means one which becomes uncontrollable or breaks out from where it was intended to be.

8. “Impaired property” means tangible property, other than “your product” or “your work” that cannot be used or is less useful because:

- a. It incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
    - i. The repair, replacement, adjustment or removal of “your product” or “your work”; or ii.
- Your fulfilling the terms of the contract or agreement.

9. “Insured contract” means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;or
  - (3) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. “Leased worker” means a person leased to you by a labor-leasing firm under an agreement between you and the labor-leasing firm, to perform duties related to the conduct of your business. Leased worker does not include a temporary worker.
11. “Loading or unloading” means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
- b. While it is in or on an aircraft, watercraft or auto; or
- c. While it is being moved from an aircraft, watercraft or auto to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or auto.

12. "Local underlying policy" means a primary policy effective on or after the inception of this policy which has been issued at our direction or coordinated by us specifically for this insurance program
13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a, b, c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b, c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered autos:

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

14. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
15. "Personal and advertising injury" means injury, including consequential bodily injury, arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material in any manner that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication of material in any manner that violates a person's right of privacy;
  - f. The use of another's advertising idea in your advertisement; or
  - g. Infringing upon another's copyright, trade dress or slogan in your advertisement.
16. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
17. "Products-completed operations" hazard:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of your product or your work except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
 Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any Insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the Combined Aggregate Limit.

18. Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, electronic data and software is not tangible property

As used in this definition electronic data means information, facts or programmes stored as or on created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. Suit includes:

- a. An arbitration proceeding in which such damages claimed and to which the Insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

20. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

21. Act of Terrorism means an act, 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 organization(s) or government(s) 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. Terrorism does not include:

- a. Any act of violence directed at a specific individual or individuals which is motivated by personal reasons specific to the parties, i. e., robbery, crime of passion, murder; or
- b. Any act of war or civil war.

22. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

23. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products. Your product includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
- b. The providing of or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

24. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

24. "Reasonable Care"

The Insured shall take all reasonable steps to prevent a claim from arising under this Policy and if arise then take all necessary and sufficient steps to mitigate the loss

25. "Insured's Representation"

By acceptance of this policy the Insured agrees that all statements contained in the proposal form for this Policy and any Declarations attached hereto are correct. This Policy is issued relying upon the truth of such statements and includes all agreements between the Insured and the Insurer.

26. "Notice Of Losses And Circumstances"

Any notice of losses and circumstances to be notified to the following

Cholamandalam MS General Insurance Company Limited

Commercial Claims Department

Dare House 2<sup>nd</sup> Floor, Parry's Corner; No. 2 NSC Bose Road, Chennai – 600 001.

Toll Free: 1800 208 5544

Email: [notifyclaim@cholams.murugappa.com](mailto:notifyclaim@cholams.murugappa.com)

Attaching to and forming part of Policy No. \_\_\_\_\_

#### 06-11. DEFENSE COSTS INCLUSIVE ENDORSEMENT

It is hereby understood and agreed that notwithstanding anything stated to the contrary anywhere in the policy, all "defence cost" the Insurer incurs or all "reasonable & necessary expenses" incurred by the Insured at the Insurer's request to assist the Insurer in the investigation or defense of the claim or 'suit' shall serve to reduce the limits of liability of this policy as stated in the Schedule.

"Defence Cost" as defined under DEFINITIONS (SEC-VI, Item. no.5)

"Reasonable and necessary expenses" means (i) expenses actually and reasonably incurred (including attorneys' fees) and (ii) to the extent permitted by Applicable Law, amounts paid as out-of pocket expenses, in each case, by or on behalf of an indemnified person or Insured in connection with any action, suit or proceeding, including any investigation of, preparation for or defense of any such action, "suit" or proceeding, for which such person or Insured is entitled to indemnification under the policy, as applicable, and any appeal therefrom that may be reimbursed under the Your usual expense account practice, as accepted by the Management Committee or Audit Committee or any Standard Operating Practice set forth in Your organization All other terms and conditions remain unchanged.

Attaching to and forming part of Policy No. \_\_\_\_\_ **06-12. AMENDED EXTENDED REPORTING PERIOD ENDORSEMENT**

NOTWITHSTANDING anything said to the contrary mentioned in the policy, it is hereby agreed and declared that Basic Extended Reporting Period as mentioned in SEC-V is amended as under

In the event of non-renewal or cancellation of this policy, either by the company or by the Insured, the company will allow a time limit not exceeding ..... days from the date of expiry or cancellation of the policy provided no insurance is in force during



this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy .

This endorsement shall set forth the terms, consistent with Section -V, applicable to the additional Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the additional Extended Reporting Period starts.

All other terms and conditions remain unchanged

**Attaching to and forming part of Policy No. \_\_\_\_\_ 06-13. DEDUCTIBLE ENDORSEMENT**

Notwithstanding anything to the contrary contained in the policy, it is hereby agreed and declared that:

1. This insurance applies to amounts in excess of the Deductible(s) mentioned in the policy schedule and ultimately you are responsible for amounts within Deductible(s), regardless of whether we pay or incur amounts within the Deductible (s).
  2. If we pay or incur damages or expenses then it is a condition of this insurance that you must reimburse us within thirty (30) days of our request for these amounts upto the amount of the applicable Deductible(s) shown in the policy schedule.
  3. Except in respect of Fire Damage Limit or Damage to Premises rented to you Limit and Medical Expenses Limit to which no Deductible applies, the applicable Deductible amount for coverages A & B is shown in the Schedule. Each applicable Deductible or Retention shown in the Schedule applies separately from and in addition to any other applicable Deductible or Retention shown in the Schedule. The applicable Deductible or Retention amount applies separately to each separate claim made against any Insured under the applicable coverage.
  4. Deductible(s) apply separately to each consecutive annual period and to any remaining period and to any extension period of less than twelve (12) months starting with the beginning of the policy period shown in the Schedule.
  5. Amounts that are within the Deductible(s) will reduce the Aggregate Limits of Insurance.
  6. The Limits of Insurance will not be increased or reinstated by any Deductible(s) or any amount that you must reimburse to us in connection with any Deductible(s) shown in the Schedule.
  7. The amount of any applicable Deductible will not be less than the amount shown in the Schedule, regardless of whether this insurance or this endorsement is:
    - i. Issued for a period of less than twelve (12) months; or ii.
    - Terminated before the end of the policy period, for any reason.
  8. Regardless of the application of any Deductible:
    - i. The terms and conditions of this insurance continue to apply, including those with respect to our rights to investigate any claim or other loss circumstance and to make any settlement.
    - ii. The requirement of this insurance for you to notify us of any claims or other loss circumstances under the applicable coverage continues to apply.
    - iii. We may, at our discretion, initiate or control any appeal of a judgment, if we consider such a judgment or appeal may result in payment under this insurance.
- All other terms and conditions remain unchanged.

**Attaching to and forming part of Policy No. \_\_\_\_\_ 06-14. ADVANCEMENT OF DEFENCE COSTS**

We shall advance covered defence costs to the Insured as and when they are incurred following receipt of sufficiently detailed statement of expenditure and to the extent we deem it reasonable and hence allow, before the final disposition of the claim. If a Claim is ultimately determined not to be covered under this Policy then all such costs shall be reimbursed to Us on demand within 30 days.

Our decision on advancement of defence cost is final and binding on the Insured. Advancemnt of defence cost is not applicable when we exercise our obligation of Duty to defend.

**Attaching to and forming part of Policy No. \_\_\_\_\_ 06.15. INFORMATION TECHNOLOGY HAZARDS CLARIFICATION CLAUSE [NMA2912]**

Property damage covered under this Agreement shall mean physical damage to the Substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure. Consequently the following are excluded from this Agreement.

a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption, losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

b) Loss or damage resulting from impairment in the function, availability, range of use of accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

**Attaching to and forming part of Policy No. \_\_\_\_\_ 06.16. SANCTIONS LIMITATION AND EXCLUSION CLAUSE [LMA3100]**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Excluded from insurance are the (financial) interests of individuals, companies, governments and other entities in respect of which the insurer(s) is (are) not allowed to insure those interests in accordance with national and international law or regulations.

Excluded are damage and/or loss to items of property in which may not be traded under national or international law or regulations

**Attaching to and forming part of Policy No. \_\_\_\_\_ 06.17. CYBER LOSS ABSOLUTE EXCLUSION CLAUSE**

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - 2.1 the use or operation of any Computer System or Computer Network;
  - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - 2.3 access to, processing, transmission, storage or use of any Data;
  - 2.4 inability to access, process, transmit, store or use any Data;
  - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
  - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

5. Data means information used, accessed, processed, transmitted or stored by a Computer System.
6. When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured. IUA 09-081 17.05.2019

## GRIEVANCE REDRESSAL

1. In the event of the **Insured** being aggrieved by
  - (a) Any partial or total repudiation of claims by an insurer
  - (b) Any dispute in regard to premium paid or payable in terms of the **Policy**
  - (c) Any dispute on the legal construction of **Policy** in so far as such disputes relate to **claims**
  - (d) Delay in settlement of **claims**
  - (e) Non-issue of any insurance document to customers after receipt of premium, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
2. If the company shall disclaim liability to the **Insured** or any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law, then the **claim** shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
3. The due observance and fulfilment of the terms, conditions and endorsements of this **Policy** in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this **Policy**.
4. The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium there under.
5. No interest shall be payable by the Company in respect of any claim under this **Insurance** on any account whatsoever

## GRIEVANCES

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

### 1. OUR GRIEVANCE REDRESSAL OFFICER

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

In case of any grievance the insured person may contact the company through

Website : [www.cholainsurance.com](http://www.cholainsurance.com)  
 Toll free : 1800 208 9100  
 E-Mail : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)  
 Fax : 044 -4044 5550  
 Courier : Cholamandalam MS General Insurance Company Limited,  
 Customer services, Head  
 Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [GRO@cholams.murugappa.com](mailto:GRO@cholams.murugappa.com)

For details of grievance officer, kindly refer the link [www.cholainsurance.com](http://www.cholainsurance.com)

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://igms.irda.gov.in/>

### 2. CONSUMER AFFAIRS DEPARTMENT OF IRDAI

- a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.gov.in).
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.
- c. You can visit the portal <http://www.policyholder.gov.in> for more details.

### 3. INSURANCE OMBUDSMAN

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Please find below the latest/updated link of the Ombudsman offices

<https://www.cioins.co.in/Ombudsman>

### INFORMATION ABOUT US

Cholamandalam MS General Insurance company Limited  
 HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.  
 Toll Free : 1800 208 9100  
 SMS: "CHOLA" TO 56677 \*(Premium SMS charges apply)  
 Email –[customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)  
 Web site: [www.cholainsurance.com](http://www.cholainsurance.com)

### For Complaints

If You have not received any reply from us within 15 days from the date of the lodging of complaint or if You are not satisfied with the reply of the Company, you can contact the IRDA Grievance Call Centre at the toll free no. 155255 or 1800- 4254-732 or email at [complaints@irda.gov.in](mailto:complaints@irda.gov.in) or make use of Integrated Grievance management system by registering and monitoring of Your claim at [igms.irda.gov.in](http://igms.irda.gov.in) or send a letter to IRDAI, Consumer Affairs Department- Grievance Redressal Cell, Sy.no.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032

### For resolution of Your grievances pertaining to

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

You can register the grievance or the nearest Insurance Ombudsman, whose addresses are mentioned below: