

# ICICI Lombard General Insurance Company Limited

Comprehensive General Liability Insurance

UIN IRDAN115CP0001V01202021



ITEM NO	POLICY SCHEDULE			
I	POLICY NUMBER	4066/A/285887375/00/000		
II	NAMED INSURED	KEVA KAIPO INDUSTRIES PVT LTD		
III	ADDRESS OF THE NAMED INSURED	PLOT NO-18-19, SAHNEWAL DEHLON ROAD, VILLAGE TIBBA, LUDHIANA- 141120, PUNJAB		
IV	DESIGNATED OPERATION	Manufacturer of H/W goods, Plastic goods, Brass Part, Juice, Garments, Cell Phone Accessories & Agriculture products, Cosmetic & Personal care products, Ayurvedic & Herbal products, Food products, Food Supplements & FMCG		
V	“POLICY PERIOD”	From:	10/03/2023	At 12.01 AM Standard time of the Named Insured
		TO:	09/03/2024	
VI	“COVERAGE TERRITORY”	GENERAL AGGREGATE	Not Applicable	
		PRODUCT/COMPLETED OPERATION	Worldwide In USA & Canada	
VII	“COVERAGE JURISDICTION”	GENERAL AGGREGATE	Not Applicable	
		PRODUCT/COMPLETED OPERATION	Worldwide In USA & Canada	
VIII	LIMIT OF INSURANCE:- (All values are in INR only)			
	EACH “OCCURRENCE” LIMIT		37,500,000	
	AOA:AOY		1::4	
	DAMAGE TO PREMISES RENTED TO YOU LIMIT (ANY ONE PREMISES)		0	
	MEDICAL EXPENSE LIMIT (ANY ONE PERSON)		0	
	PERSONAL & ADVERTISING INJURY LIMIT (ANY ONE PERSON OR ORGNIZATION)		0	
	PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		37,500,000	
IX	DEDUCTIBLES (INR)	, Product_Completed_operations_india : 2,000,000		
X	PREMIUM (INCLUSIVE OF ALL APPLICABLE TAXES) INR	0		
XI	RETRO ACTIVE DATE	10/03/2022		
XIII	DESIGNATED PREMISES	Not Applicable		
XIV	DESIGNATED PRODUCT	H/W goods, Plastic goods, Brass Part, Juice, Garments, Cell Phone Accessories & Agriculture products, Cosmetic & Personal care products, Ayurvedic & Herbal products, Food products, Food Supplements & FMCG		
XV	TURNOVER	Amount (all values are in INR)		
	DOMESTIC	1,000,000,000		
	EXPORT TO USA & CANADA	0		
	EXPORT TO EUROPE	0		
	EXPORT TO REST OF WORLD	0		
XVI	INSURER CONTACT DETAILS FOR CLAIMS NOTIFICATION & ALL COMMUNICATIONS	ICICI Lombard General Insurance Company Limited ICICI LOMBARD HOUSE, 414, VEER SAVARKAR MARG, NEAR SIDDHI VINAYAK TEMPLE, PRABHADEVI, MUMBAI, INDIA-40025		
XVII	INTERMEDIARY DETAILS	0		
	INTERMEDIARY NAME	0		
	INTERMEDIARY CODE	0		
	INTERMEDIARY CONTACT	0		
XII	ENDORSEMENTS, ADD-ON COVERAGES, SPECIAL CONDITIONS & SPECIAL EXCLUSIONS attached to the Policy (All values in INR only). The sublimits mentioned is the maximum limit available for the respective extension coverage and is forming part of the overall policy limit.			

PROPERTY DAMAGE TO ELECTRONIC DATA EXCLUSION ENDORSEMENT - Each Occurrence: - Aggregate:
CLINICAL TRIAL EXCLUSION - Each Occurrence: - Aggregate:
MOLD, MILDEW AND FUNGUS EXCLUSION - Each Occurrence: - Aggregate:
ABSOLUTE LEAD EXCLUSION - Each Occurrence: - Aggregate:
TOXIC MOLD EXCLUSION - Each Occurrence: - Aggregate:
MEDICAL MALPRACTICE EXCLUSION - Each Occurrence: - Aggregate:
CARE, CUSTODY AND CONTROL EXCLUSION. - Each Occurrence: - Aggregate:
ADDITIONAL INSURED ENDORSEMENT - Name and Address: As required by written contract
CONTROL GROUP CLAUSE
COVERAGE JURISDICTION ENDORSEMENT
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - Name and Address: As required by written contract
AUTO INCLUSION OF ORGANIZATION NEWLY ACQUIRE OR FORM ENDORSEMENT
GENERAL AGGREGATE EXCLUSION
CYBER RISK EXCLUSION
ELECTRO MAGNETIC FIELD/ ELECTRO MAGNETIC RADIATION EXCLUSION
PRODUCT EFFICACY EXCLUSION - Each Occurrence: - Aggregate:
PRODUCT GUARANTEE & FINANCIAL LOSS EXCLUSION - Each Occurrence: - Aggregate:
No cover for any liability arising out of use of "Your product"s in and as pharmaceuticals, nutraceuticals, paraceticals - Each Occurrence: - Aggregate:
No cover for any liability arising out of use of "Your product"s in and as infant Food - Each Occurrence: - Aggregate:
DESIGNATED PRODUCT ENDORSEMENT
SPECIAL ENDORSEMENTS:
Absolute Aviation exclusion
Absolute Asbestos exclusion
Sanctions clause
War exclusion
Medical Implants, Cosmetics & Vaccines Exclusion
For Cosmetics & Personal care products, herbal products, FMCG, Food Supplements & Food products - Sub-limited to INR 10000000 per occurrence and INR 10000000 in aggregate
For Product other than Cosmetics & Personal care products, herbal products, FMCG, Food Supplements & Food products - INR 25000000 Any one Occurrence and in INR 100000000 the Aggregate



**Authorised Signatory**  
**ICICI Lombard General Insurance Company Ltd**

ALL INFORMATION AND DECLARATIONS CONTAINED IN THE PROPOSAL FORM,  
AND THIS POLICY SCHEDULE ALL OF SUCH FORM A PART OF THIS POLICY

on this date March 28, 2023  
t/Challan No. dated

GSTIN Reg. No : 07AAACI7904G1ZP

IL GIC GSTIN Address: Fourth Floor, Parsavnath Capital Tower , Bhai Veer Singh Marg, New Delhi 110001

Description of services: General Insurance Business

HSN/SAC : 00440005

Policy shall stand cancelled ab initio in the event of non-realization of the premium.

## CLAIMS MADE POLICY WORDING

Various provisions contained in this Policy may restrict the scope of coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words:

- (a) "you" and "your" refer to the Named Insured specified in the Policy Schedule, and any other person or organization qualifying as a Named Insured under this Policy and notified to us in writing;
- (b) "we", "us" and "our" refer to the Insurer specified in the Policy Schedule who is providing this insurance;
- (c) "insured" means any person or organization qualifying as such under Section II – Who is An Insured.

Other words and phrases that appear in quotation marks in the Policy have special meaning accorded to them. Please refer to Section VII – Definitions for these meanings.

## SECTION 1 – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

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 Policy 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 "Bodily injury" or "Property damage" to which this Policy 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; and
- (2) Our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

We shall have no other obligation or liability to pay any amount or perform any acts or services unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. Coverage A applies to "Bodily injury" and "Property damage" only if:

- (1) The "Bodily injury" or "Property damage" is caused by an "Occurrence" that takes place in the "Coverage territory";
- (2) The "Bodily injury" or "Property damage" did not occur before the Retroactive Date, if any, specified in the Policy Schedule or after the end of the "Policy period"; and
- (3) 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 Section VI – Extended Reporting Periods.

c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such claim is received and recorded by us in writing, or
- (2) When we make settlement in accordance with Paragraph 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.

### COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

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 Policy 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 Policy 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 ends when the applicable limit of insurance has been exhausted in the payment of judgments or settlements under Coverage's A or B or medical expenses under Coverage C.

b. We shall have no other obligation or liability to pay any amount or perform any acts or services unless explicitly provided for under Supplementary Payments – Coverages A and B. Coverage B applies to “Personal and advertising injury” caused by an offense arising out of your Designated Operation specified in the Policy Schedule, but only if:

- (1) The offense was committed in the “Coverage territory”;
  - (2) The offense was not committed before the Retroactive Date, if any, specified in the Policy Schedule or after the end of the “Policy period”; and
  - (3) A claim for damages because of the “Personal and advertising injury” is first made against any insured, in accordance with Paragraph c. below, during the “Policy period” or any Extended Reporting Period we provide under Section VI – Extended Reporting Periods.
- c. A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such claim is received and recorded by us in writing, or
  - (2) When we make settlement in accordance with Paragraph a. above.

All claims for damages because of “Personal and advertising injury” to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

#### COVERAGE C – MEDICAL PAYMENTS

a. We will pay medical expenses for “Bodily injury” caused solely and directly 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 Designated Operations specified in the Policy Schedule;

Provided that:

- (a) The accident takes place in the “Coverage territory” and during the “Policy period” ;
  - (b) The medical expenses are incurred and reported to us in writing within 60 days from the date of the accident and in no case later than the expiry of the “Policy period”; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make payments under Coverage C regardless of fault. These payments shall 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.

#### EXCLUSIONS APPLICABLE TO COVERAGES A, B and C

This Policy does not apply to:

1. Alcoholic Beverage 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 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) or (2) above.

However, 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.

## 2. Athletics Activities

Medical expenses for "Bodily injury" to a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

## 3. Any Insured

Medical expenses for "Bodily injury" to any insured, except "Volunteer worker"s.

## 4. Aircraft Product

"Bodily injury" or "Property damage" or "Personal and advertising injury" arising out of any of "Your product" which, with your knowledge, is intended for incorporation into the structure, machinery or control of any aircraft, spacecraft, rocket or any aviation vehicle.

## 5. Abuse or Molestation

"Bodily injury" or "Property damage" arising out of actual, alleged attempted, proposed or threatened sexual, physical or psychological abuse or molestation, including assault and battery, whether or not intended or expected from the standpoint of any insured, any perpetrator of the abuse or molestation or any other person or organization.

## 6. Asbestos

"Bodily injury" or "Property damage" arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to, asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

## 7. 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 "Bodily injury" or "Property damage" 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;
- (2) A watercraft you do not own that is:
  - (a) Less than 15 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 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.

## 8. 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".

## 9. Criminal Acts

"Bodily injury" or "Property damage" or "Personal and advertising injury" arising out of an actual or alleged criminal act committed by or at the direction of the insured.

#### 10. Contractual Liability

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

- (1) For "Bodily injury" or "Property damage" or "Personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (2) For "Bodily injury" or "Property damage" 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 attorneys' 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 that:
  - (a) Liability to such party for, or for the cost of, that party's defence has also been assumed in the same "Insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which damages to which this Policy applies are alleged.

#### 11. 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.

Paragraph (6) of this exclusion does not apply to "Property damage" included in "Products completed operations hazard".

#### 12. Damage to "Your product"

"Property damage" to "Your product" which arises due to or out of "Your product" or any part of it.

#### 13. Damage to "Your work"

"Property damage" to "Your work" which arises due to or out of "Your work" or any part of it and included in "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.

#### 14. 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.

#### 15. 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 whether the insured may be liable as an employer or in any other capacity and 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".

16. 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.

17. 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.

However, this exclusion does not apply to liability for damages because of "Bodily injury".

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.

18. 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.

19. Hired Person

Medical expenses for "Bodily injury" to a person hired to do work for or on behalf of any insured or a tenant of any insured.

20. 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.

21. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 15.a, b. and c. of "Personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

22. Injury on Normally Occupied Premises

Medical expenses for "Bodily injury" to a person injured on that part of premises you own or rent that the person normally occupies.

23. Knowing Violation 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".

24. Nuclear Liability Exclusion

"Bodily injury" or "Property damage" directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

25. Multiplied or Punitive Damages or Penalties

Any fines or penalties or liquidated, punitive or exemplary damages that become payable or multiplication of awards or in any other form whatsoever.

26. 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.

27. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, whose first publication took place before the Retroactive Date, if any, specified in the Policy Schedule.

28. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

29. Pollution

- (1) "Bodily injury" or "Property damage" or "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" whether solids, liquids or gases:
  - (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;
  - (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 the insured may be legally responsible;
  - (d) at or from any premises, site or located on any premises or site on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are:
    1. if the "Pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
    2. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontamination, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of "Pollutants".
- (2) This Policy does not apply to any loss, cost, defence or expenses arising out of any request, demand or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of "Pollutants".

This Policy does not apply to any loss, cost, defence or expense arising out of any claim or "Suit" by or on behalf of government 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".

30. Professional Liability

"Bodily injury" or "Property damage" directly or indirectly caused by, in connection with or contributed to, by or arising from the rendering or failure to render professional advice or service by the insured, or any error or omission in connection therewith. However, this Exclusion shall not apply to:

- (i) The insured's liability in respect of "Bodily injury" or "Property damage" resulting from the provision of professional advice or services, or any error or omission in connection with the insured's products which is not given for a fee; or
- (ii) The rendering or failure to render professional advice by any "Employee" to provide first aid or other medical services at the insured's premises.

Medical services excludes advice or services provided by a qualified medical practitioner, nurse or first-aid attendant.

31. 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".

32. 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.

33. Radioactive contamination

"Bodily injury" or "Property damage" directly or indirectly caused by, in connection with or contributed to, by or arising from:

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

34. Recording And Distribution Of Material 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:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

35. Silica

"Bodily injury" or "Property damage" arising out of or related in any way to presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "Bodily injury" or "Property damage" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica dust or silica in any form.

36. Toxic Mould

"Bodily injury" or "Property damage" arising out of or related in any way to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s) or bio-contamination(s) or any by product therefrom.

37. Unapproved "Your product"

This Policy does not apply to any damages, loss, costs or expenses arising out of actual, alleged or threatened hazardous properties of "Your product" if:

- a) declared unsafe by any government or regulatory authority on the basis of such hazardous properties, regardless of whether "Your product" were declared unsafe before or after:
  - i) "Your product" were disposed of, distributed, handled, manufactured or sold; or
  - ii) Such damages were incurred;
- b) disposed of, distributed, handled, manufactured or sold without approval by the applicable government or regulatory authority.

subparagraph a), above does not apply to "Your product", to which this Policy applies, if such product was disposed of, distributed, handled, manufactured and sold before it was declared unsafe, provided that it was not declared unsafe before the commencement of the "Policy period".

38. 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.

39. War & Terrorism

"Bodily injury" or "Property damage" or "Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a 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; Insurrection, rebellion, revolution, usurped power, sabotage or action taken by governmental authority in hindering or defending against any of these;
- (3) An "Act of terrorism"

40. 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".

41. Workers' Compensation and Similar Laws

Any amount for "Bodily injury" 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 or unemployment compensation law or any similar law.

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 in defence.
- b. Up to INR 20,000 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" cover under Coverage A 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 defence of the claim or "Suit", including actual loss of earnings up to INR 20,000 a day because of time off from work.
- e. All court costs taxed against the insured in the "Suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Pre-judgment 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 pre-judgment 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 reduce the limits of insurance mentioned in SECTION III

- 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 precedent 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 Policy applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defence 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 you have provided to us 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 in writing to conduct and control the defence of that indemnitee against such "Suit" and agree in writing that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defence of the "Suit";
      - (b) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the "Suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate 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 defence of the indemnitee in such "Suit".

So long as the above conditions precedent are met, attorneys' fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid by us and will reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or any of the terms of the agreement described in Paragraph f. above, are no longer met.

These payments will reduce the limits of insurance mentioned in SECTION III

## SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Policy Schedule as:
  - a. 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 Designated Operation specified in the Policy Schedule.
  - b. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your Designated Operation specified in the Policy Schedule. Your managers are insureds, but only with respect to their duties as your managers.
  - c. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "Executive officer"s 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.

- d. 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 worker"s only while performing duties related to the conduct of your Designated Operation specified in the Policy Schedule, or your "Employee"s, other than either your "Executive officer"s (if you are an organization other than a partnership, joint venture or limited liability company) 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 Designated Operation specified in the Policy Schedule. However, none of these "Employee"(s) or "Volunteer worker"s are insureds 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), to a co-"Employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "Volunteer worker"s while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"Employee" or "Volunteer worker" as a consequence of Paragraph (a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (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 "Employee"(s), "Volunteer worker"s, 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 "Volunteer 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 Policy.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, 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, joint venture or limited liability company that is not shown as a Named Insured in the Policy Schedule.

### SECTION III – LIMITS OF INSURANCE:

- 1. The Limits of Insurance are specified in the Policy Schedule and the rules below specify the maximum, total and cumulative amount we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "Suit"s brought; or
  - c. Persons or organizations making claims or bringing "Suit"s.
- 2. The COMBINED SINGLE LIMIT FOR GENERAL AGGREGATE LIMIT (other than PRODUCTS / COMPLETED OPERATIONS) and PRODUCTS / COMPLETED OPERAT AGGREGATE LIMIT is the maximum, total and cumulative amount 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 "Products completed operations hazard"; and
  - c. Damages under Coverage B.
  - d. The Products/Completed Operations Aggregate Limit is the maximum and total amount we will pay under Coverage A for damages because of "Bodily injury" and "Property damage" included in "Products completed operations hazard".
3. Subject to Paragraph 2. above, the "Personal and advertising injury" Limit is the maximum, total and cumulative amount 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.
4. Subject to Paragraph 2. or 3. above, whichever applies, the Each "Occurrence" Limit is the maximum and total amount 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".
5. Subject to Paragraph 4. above, the Damage To Premises Rented To you Limit is the maximum, total and cumulative amount 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, while rented to you or temporarily occupied by you with permission of the owner.
6. Subject to Paragraph 4. above, the Medical Expense Limit is the maximum, total and cumulative amount we will pay under Coverage C for all medical expenses because of "Bodily injury" sustained by any one person.

The Limits of Insurance of this Policy 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", 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 "Policy period" solely for purposes of determining the Limits of Insurance.

#### SECTION IV- DEDUCTIBLE

This Policy applies to amounts in excess of the Deductible(s) specified in the Policy Schedule and ultimately you are responsible for amounts within such Deductible(s), regardless of whether we pay or incur amounts within the Deductible(s).

No deductible amount will be applicable to Medical Payments or to Damage to Premises Rented to your Limit.

The deductible amount applies as follows –

- a) Under General Aggregate Limit (other than PRODUCTS / COMPLETED OPERATIONS) and "Personal and advertising injury" Limit, to all damages because of "Bodily injury" or "Property damage" or "Personal and advertising injury";
- b) Under Product/Completed Operations Limit, to all damages because of "Bodily injury" or "Property damage" or "Personal and advertising injury";

As a result of any one "Occurrence" regardless of the number of persons or organizations who sustain damages because of that "Occurrence".

The applicable Deductible amount specified in the Policy Schedule applies separately to each separate claim under the applicable coverage.

The terms of this Policy, including those with respect to (a) our right and duty to defend the insured against "Suit's seeking those damages; and (b) your duties in the event of an "Occurrence", claim or "Suit" apply irrespective of the application of the Deductible amount specified in the Policy Schedule.

We may pay any part or all of the Deductible amount specified in the Policy Schedule to effect settlement of any claim or "Suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

If we pay or incur damages or expenses then it is a condition of this Policy that you must reimburse us within thirty (30) days of our request for these amounts up to the amount of the applicable Deductible(s) specified in the Policy Schedule.

## SECTION V- CGL 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 Policy.

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

It shall be a condition precedent to our obligations under this Policy that the following duties are strictly complied with by you in the event of each and every "Occurrence", offense, claim and "Suit":

- a. You shall give us written notification as soon as practicable of an "Occurrence" or offense which may result in a claim. To the extent possible, the written notice should include all of the following:
  - 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.

It is clarified that notice of an "Occurrence" or offense is not notice of a claim.

#### b. If a claim is received by any insured, you shall:

- 1) Immediately record in writing the specifics of the claim and the date received; and
- 2) Give us written notification as soon as practicable.

In addition, you shall ensure that we receive written notice of the claim as soon as practicable.

#### c. You and any other involved insured shall:

- 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) Cooperate with us in the investigation or settlement of the claim or defence 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 Policy 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 prior written consent.
- e. If any "Occurrence" or offense which may result in a claim or any claim or "Suit" is notified to us on a delayed basis then we may condone the delay on merit if the delay is proved to be for reasons beyond the control of the insured.

### 3. Legal action against us

No person or organization has a right or shall be deemed to have a right under this Policy:

- 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 Policy unless all of its terms and conditions have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgement against an insured, but we will not be liable for damages that are not payable under the terms of this Policy 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 representatives.

### 4. Other insurance:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Policy, our obligations are limited as follows:

#### a) Primary insurance:

This Policy is primary except when Paragraph b. below applies. If this Policy 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 Paragraph c. below.

#### b) Excess insurance:

##### 1) This Policy is excess over:

- a) Any of the other insurance, whether primary, excess, contingent or on any other basis.
  - i) That is effective prior to the beginning of the "Policy period" and applies to "Bodily injury" or "Property damage" on other than a claims made basis. If
    1. No Retroactive date is specified in the Policy Schedule of this Policy; or
    2. The other insurance has a "Policy period" which continues after the Retroactive Date specified in the Policy Schedule of this Policy.
      - ii) That is fire, Extended Coverage, builders risk, installation risk or similar coverage for "Your work";
      - iii) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
      - iv) 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
      - v) If the loss arises out of the maintenance or use of aircraft, "Auto"(s) or watercraft to the extent not subject to Exclusion 7 of the Exclusions applicable to Coverages A, B and C.

b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

2) When this Policy is excess, we will have no duty under Coverages A or B to defend the insured against any "Suit" if any other insurer has a duty to defend the insured against that "Suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

4) 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 Policy Schedule of this Policy.

#### 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 and Examination of Your Books and Records

- a. We will compute all premiums for this Policy in accordance with our rules and rates.

b. Premium shown in this Policy as advance premium is a deposit premium only.

At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. 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.

d. 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.

#### 6. Representations

By accepting this Policy, you agree that:

a) The statements in the Policy Schedule are true, 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 made in the proposal form and otherwise.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this Policy 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 Policy, then it is a condition precedent to our obligations under this Policy that those rights are transferred to us. The insured must do nothing after loss to impair these rights in any manner. At our request, the insured will bring legal proceedings or transfer those rights to us and assist us in enforcing them.

#### 9. Sanction Clause

We shall not be deemed to provide cover under this Policy or be liable to pay any amount under the Policy to the extent that the provision of such cover or payment of such amount would expose us 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.

#### 10. Cancellation

1. The first Named Insured specified in the Policy Schedule may cancel this Policy by mailing or delivering to us advance written notice of cancellation at least 30 days prior to cancellation.

2. We may cancel this policy on the grounds of mis-representation, fraud and non-disclosure of facts, and in such event, we will mail or deliver to the first Named Insured in writing, notice of cancellation at least 30 days before the effective date of cancellation.

3. We will mail or deliver our notice to the first Named Insured's last mailing address given to us.

4. Notice of cancellation will state the effective date of cancellation. The "Policy period" will end on that date.

5. If this Policy is cancelled, we will send the first Named Insured any premium refund. If we cancel, the refund will be pro-rata. If the first Named Insured cancels, the retention will be on short period scale mentioned below, provided that there has been no claim under the policy during the "Policy period" in which case no refund of premium shall be allowed. The cancellation will be effective even if we have not made or offered a refund.

Period (Not Exceeding) : Rate of Premium retained

1 Month: 25% of the Annual rate

2 Months: 35% of the Annual rate

3 Months: 50% of the Annual rate

4 Months: 60% of the Annual rate

6 Months: 75% of the Annual rate

8 Months: 85% of the Annual rate

Exceeding 8 Months: Full Annual Premium

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 11. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. This Policy's terms can be amended or waived only by endorsement issued by us and attached to this Policy Schedule.

#### 12. Inspections and Surveys

1. 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.

2. 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 on renewal. 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.

#### 13. Premiums

The first Named Insured specified in the Policy Schedule:

a. is responsible for the payment of all premiums to us in full; and

b. will be the payee for any return premiums we pay.

#### 14. Arbitration

If any dispute or any difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration and hearings shall be India.

It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as herein before provided, if we have disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or "Suit" upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

#### 15. Governing Law

Any interpretation of this Policy relating to its construction, validity or operation and any disputes and differences arising under this Policy shall be settled in accordance with Indian law.

#### 16. Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.

#### 17. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand or registered post to:

- a. In case of the first Named Insured, at the address specified in Policy Schedule.
- b. In our case: at the address specified in Policy Schedule.

#### 18. Grievances

In case You are aggrieved in any way, You should do the following:

1. Call Us at toll free number: 1800 2 666 or email us at [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com)
2. If You are not satisfied with the resolution then You may subsequently write to the manager- service quality, corporate manager- service quality, national manager- operations & finally director-services and business development at the following address:

Grievance Redressal Officer  
ICICI Lombard General Insurance Company Limited  
ICICI Lombard House  
414, Veer Savarkar Marg  
Near Siddhi Vinayak Temple,  
Prabhadevi, Mumbai 400 025

In case the Insured's complaint is not fully addressed by the Insurer, Insurer may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDAI. Through IGMS, Insured can register the complaint online and track its status. For registration please visit IRDAI website [www.irdaindia.org](http://www.irdaindia.org). If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:-

Ahmedabad  
Office of the Insurance Ombudsman,  
Jeevan Prakash Building, 6th floor,  
Tilak Marg, Relief Road,  
Ahmedabad – 380 001.  
Tel.: 079 - 25501201/02/05/06  
Email: [bimalokpal.ahmedabad@cioins.co.in](mailto:bimalokpal.ahmedabad@cioins.co.in)  
Territorial Area of Jurisdiction,  
Gujarat, Dadra & Nagar Haveli, Daman and Diu.

BENGALURU  
Office of the Insurance Ombudsman,  
Jeevan Soudha Building,  
PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase,  
Bengaluru-560 078.  
Tel.: 080-26652048 / 26652049  
Email: [bimalokpal.bengaluru@cioins.co.in](mailto:bimalokpal.bengaluru@cioins.co.in)  
Territorial Area of Jurisdiction,  
Karnataka.

BHOPAL  
Office of the Insurance Ombudsman,  
Janak Vihar Complex,  
2nd Floor, 6, Malviya Nagar, Opp.Airtel Office,  
Near New Market, Bhopal – 462 033.  
Tel.: 0755 - 2769201 / 2769202  
Fax:- 0755-2769203  
Email: [bimalokpalbhopal@cioins.co.in](mailto:bimalokpalbhopal@cioins.co.in)  
Territorial Area of Jurisdiction,  
States of Madhya Pradesh and Chattisgarh.

BHUBANESHWAR  
Office of the Insurance Ombudsman,  
62, Forest park, Bhubneshwar – 751 009.  
Tel.: 0674-2596461 / 2596455  
Fax:- 0674-2596429  
Email: [bimalokpal.bhubaneswar@cioins.co.in](mailto:bimalokpal.bhubaneswar@cioins.co.in)  
Territorial Area of Jurisdiction,  
State of Orissa.

CHANDIGARH  
Office of the Insurance Ombudsman,  
S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.  
Tel.: 0172-2706196/5861 / 2706468  
Fax:- 0172-2708274  
Email: [bimalokpal.chandigarh@cioins.co.in](mailto:bimalokpal.chandigarh@cioins.co.in)  
Territorial Area of Jurisdiction,  
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.

CHENNAI  
Office of the Insurance Ombudsman,  
Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet ,  
CHENNAI – 600 018.  
Tel.: 044-24333668 / 24335284

Fax:- 044-24333664  
Email:- bimalokpal.chennai@cioins.co.in  
Territorial Area of Jurisdiction,  
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).

DELHI  
Office of the Insurance Ombudsman,  
2/2 A, Universal Insurance Building,  
New Delhi-110 002.  
Tel.: 011 - 23232481/23213504  
Fax:- 011-23230858  
Email:- bimalokpal.delhi@cioins.co.in  
Territorial Area of Jurisdiction,  
State of Delhi

ERNAKULAM  
Office of the Insurance Ombudsman,  
2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015.  
Tel.: 0484-2358759/2359338  
Fax:- 0484-2359336  
Email:- bimalokpal.ernakulam@cioins.co.in  
Territorial Area of Jurisdiction,  
Kerala, Lakshadweep, Mahe-a part of Pondicherry

GUWAHATI  
Office of the Insurance Ombudsman,  
"Jeevan Nivesh", 5th Floor, Nr Panbazar over bridge, S.S., Road  
Guwahati-781 001 (Assam)  
Tel.: 0361- 2132204 / 2132205  
Fax:- 0361-2732937  
Email:- bimalokpal.guwahati@cioins.co.in  
Territorial Area of Jurisdiction,  
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

HYDERABAD  
Office of the Insurance Ombudsman,  
6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool,  
Hyderabad - 500 004.  
Tel.: 040-65504123/23312122  
Fax:- 040-23376599  
Email:- bimalokpal.hyderabad@cioins.co.in  
Territorial Area of Jurisdiction,  
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry..

JAIPUR  
Office of the Insurance Ombudsman,  
Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005.  
Tel.: 0141-2740363  
Email:- bimalokpal.jaipur@cioins.co.in  
Territorial Area of Jurisdiction,  
State of Rajasthan.

KOLKATA  
Office of the Insurance Ombudsman,  
Hindustan Building. Annexe, 4th Floor  
4, C.R. Avenue, Kolkata – 700072.  
Tel.: 033-22124339 / 22124340  
Fax:- 033-22124341  
Email:- bimalokpal.kolkata@cioins.co.in  
Territorial Area of Jurisdiction,  
States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.

LUCKNOW  
Office of the Insurance Ombudsman,  
6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj,  
Lucknow-226 001.  
Tel.: 0522-2231330 / 2231331  
Fax:- 0522-2231310.  
Email:- bimalokpal.lucknow@cioins.co.in  
Territorial Area of Jurisdiction,  
District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,  
Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi,  
Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.

MUMBAI  
Office of the Insurance Ombudsman,  
3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),  
Mumbai - 400 054.  
Tel.: 022 - 26106552 / 26106960  
Tel No: 0612-2680952  
Email:- bimalokpal.mumbai@cioins.co.in  
Territorial Area of Jurisdiction,  
States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

NOIDA  
Office of the Insurance Ombudsman,  
Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans,  
Sector-15, Gautam Budh Nagar, Noida

Email:- bimalokpal.noida@cioins.co.in

Territorial Area of Jurisdiction,

States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

#### PATNA

Office of the Insurance Ombudsman,

1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur,

Patna - 800 006.

Email:- bimalokpal.patna@cioins.co.in

Territorial Area of Jurisdiction,

States of Bihar and Jharkhand.

#### PUNE

Office of the Insurance Ombudsman,

Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth,

Pune - 411 030

Tel: 020 -32341320

Email:- bimalokpal.pune@cioins.co.in

Territorial Area of Jurisdiction,

States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan

The updated details of Insurance Ombudsman are also available on IRDA website: [www.irda.gov.in](http://www.irda.gov.in) on the website of Office of the Executive Council of Insurers: [www.cioins.co.in](http://www.cioins.co.in) website of the company [www.icicilombard.com](http://www.icicilombard.com) or from any of the offices of the Company.

Note - In case of renewal of the policy, policy benefit and terms & conditions of policy including premium may be subject to change

#### VI – EXTENDED REPORTING PERIODS:

1. We will provide one or more Extended Reporting Periods, as described below, if:

- a) This Policy is cancelled or not renewed; or
- b) We renew or replace this Policy with insurance that:
  - 1) Has a Retroactive Date later than the date specified in the Policy Schedule of this Policy; or
  - 2) Does not apply to "Bodily injury", "Property damage" or "Personal and advertising injury" on a claims made basis.

2. 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, specified in the Policy Schedule; or
- b) "Personal and advertising injury" caused by an offense committed before the end of the "Policy period" but not before the Retroactive Date, if any, specified in the Policy Schedule.

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

3. A basic Extended Reporting Period is automatically provided without any additional charge. This period starts with the end of the "Policy period" and lasts for:

- a) Five years with respect to claims because of "Bodily injury" and "Property damage" arising out of an "Occurrence" reported to us, not later than 60 days after the end of the "Policy period", in accordance with Paragraph 2.a. of the Section V – Duties In The Event Of Occurrence, Offense, Claim Or "Suit" Condition;
- b) Five years with respect to claims because of "Personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the "Policy period", in accordance with Paragraph 2.a. of the Section V – Duties In The Event Of Occurrence, Offense, Claim Or "Suit" Condition; and
- c) 60 days with respect to claims arising from "Occurrence"s or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

#### SECTION VII – DEFINITIONS

1. "Act of terrorism" means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuance of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. Involves violence against one or more persons;
- b. Involves damage to property;
- c. Endangers life other than that of the person committing the action;
- d. Creates a risk to health or safety of the public or a section of the public; or
- e. Is designed to interfere with or to disrupt an electronic system.

2. "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. Provided that:

- a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b) Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "Advertisement".

3. "Auto" means

- a) A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attachment 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. However, "Auto" does not include equipment.
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Coverage territory" means
- a) Territory specified in Item No VI of the Policy Schedule;
  - b) All other parts of the world if the injury or damage arises out of:
  - 1) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business.

Provided the insured responsibility to pay damages is determined in a "Suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to in writing in advance.

6. "Coverage jurisdiction" means Item no VII specified in the Policy Schedule.
7. "Employee" means any natural person who receives remuneration directly from an insured and whose work is controlled and directed by that insured. "Employee" includes a "Leased worker". "Employee" does not include a "Temporary worker".
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "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 fulfil the terms of a contract or agreement.

If such property can be restored to use by the repair, replacement, adjustment or removal of "Your product" or "Your work" or your fulfilling the terms of a contract or agreement, then it shall not be included within the meaning of "Impaired property".

10. "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) An elevator maintenance agreement.
  - c) That part of any other contract or agreement pertaining to your Designated Operation specified in the Policy Schedule under which you assume the tort liability of another party to pay for "Bodily injury" or "Property damage" to a third person or organisation. Tort liability means a liability that would be imposed in the absence of any contract or agreement.
11. "Leased worker" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "Temporary worker".
12. "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".

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 equipment;
  - e) Vehicles not described in paragraph a, b, c or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, "Mobile equipment" does not include 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 and vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "Auto"(s).

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, in any manner, of material 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, in any manner, of material that violates a person's right 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. "Policy period" means the period commencing from the effective date and hour of this Policy and terminating on the expiry date and hour, as shown in the Policy Schedule.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or re-claimed.

18. "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 sub-contractor 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.

19. "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 purpose of this Policy, electronic data is not tangible property.

As used in this definition, 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.

20. "Suit" means a civil proceeding in which damages because of "Bodily injury", "Property damage" or "Personal and advertising injury" to which this Policy applies are alleged. "Suit" includes:

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

21. "Temporary worker" means a person who is supplied to you to substitute for an "Employee" on leave or to meet seasonal or short-term workload conditions.

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"

- a) Means
  - 1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - a) You;
    - b) Others trading under your name; or
    - c) A person or organization whose business or assets you have acquired, and
  - 2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b) Includes
  - 1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "Your product"; and
  - 2) The providing of or failure to provide warnings or instructions.
- c) Does not include vending machines or other property rented to or located for the use of others but not sold.

24. "Your work"

- a) Means
  - 1) Work or operations performed by you or on your behalf; and
  - 2) Materials, parts or equipment furnished in connection with such work or operations.
- b) Includes
  - 1) Warranties or representations made at any time with respect to the fitness, quality, durability performance or use of "Your work"; and
  - 2) The providing of or failure to provide warnings or instructions.

## ENDORSEMENTS:

### PRODUCT EFFICACY EXCLUSION

This endorsement modifies insurance provided under the policy as below;

The following exclusion is added to the policy. Product Efficacy This insurance does not apply to any injury, damage, loss, cost, expense, demand, claim, "suit", liability or legal obligation actually or allegedly based upon, arising out of, attributable to, or resulting from, or in any way connected with, the failure of any product to fulfill a particular purpose or intended function or meet a particular level of performance, where the insured has expressly or impliedly warranted or represented that the product will fulfill such purpose or function (including purposes such as curing, alleviating, preventing, monitoring, detecting, eliminating or retarding "bodily injury" or "property damage") or meet such level of performance.

This Exclusion shall however not apply to liability for "Bodily Injury" or "Property Damage" insured hereunder and caused by the "Your Product"(s). All other terms and conditions remain unchanged.

### PRODUCT GUARANTEE & FINANCIAL LOSS EXCLUSION

This endorsement modifies insurance provided under the policy as below;

The following exclusion is added to the policy. Notwithstanding anything to the contrary mentioned in the policy, it is hereby declared and agreed that, 'Bodily Injury' or 'Property damage' or any loss, cost and expenses arising out of, based upon or attributable to "product guarantee cost" and "financial loss". For the purpose of this endorsement the following definitions shall also apply: "product guarantee cost" which means the reasonable and necessary costs incurred for the removal, recovery of procession or control, repair, alteration, treatment, replacement or destruction of "Your Product" which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired, altered, treated, despatched or delivered by you or on your behalf provided that such costs are incurred and first reported to us during the "policy period". "Financial Loss" means any: (i) written demand or (ii) civil or administrative proceeding that seeks Damages from "Covered Incident" for any loss which is economic in nature and not consequent upon "Bodily Injury" or "Property Damage" All other terms and conditions remain unchanged.

No cover for any liability arising out of use of "Your product"s in and as pharmaceuticals, nutraceuticals, paraceticals

This endorsement modifies insurance provided under the policy as below;

### MEDICAL MALPRACTICE EXCLUSION

This endorsement modifies insurance provided under the policy as below;

The following exclusion is added to policy; This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" or Medical Payments arising out of any liability for loss in connection with any claim made against the Insured alleging, arising out of, based upon or attributable to medical or professional malpractice including, but not limited to the rendering of or failure to render medical or professional service or treatment by the Insured. All other terms and conditions remain unchanged.

### CONTROL GROUP CLAUSE

This endorsement modifies insurance provided under the policy as below;

It is hereby understood and agreed that if during the "policy period" "Control Group" first become aware of an "occurrence" or first become aware of a situation of "bodily injury" or "Property Damage" or "Personal and advertising injury" that the "Control Group" consider may become a Claim or "suit", Insured must provide notification as soon as practicable, but in no case later than expiry of this "policy period". "Control Group" shall mean the Legal Counsel, Insurer Secretary of the Policyholder All other terms and conditions remain unchanged.

### COVERAGE JURISDICTION ENDORSEMENT

This endorsement modifies insurance provided under the policy as below;

Notwithstanding anything to the contrary mentioned in the policy, it is hereby declared and agreed that coverage's applies to admissible claims only if the claim or "suit" is made or brought in jurisdiction mentioned in Policy Schedule. All other terms and conditions remain unchanged.

### ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the policy as below;

SCHEDULE 1) Name & Address: As required by written contract A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf: 1. In the performance of your ongoing operations; or 2. In connection with your premises owned by or rented to you. However: 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. B. With respect to the insurance afforded to these additional insured(s), the following is added to Section III – Limits Of Insurance: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance: 1. Required by the contract or agreement; or 2. Available under the applicable Limits of Insurance shown in the Schedule; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Schedule. All other terms and conditions remain unchanged.

No cover for any liability arising out of use of "Your product"s in and as infant Food

This endorsement modifies insurance provided under the policy as below;

### CARE, CUSTODY AND CONTROL EXCLUSION.

This endorsement modifies insurance provided under the policy as below;

This endorsement modifies insurance provided under the policy as below; Notwithstanding anything herein contained to the contrary mentioned in the policy, It is hereby understood and agreed that the we shall not be liable to make any payment for loss in connection with any claim or "suit" made against you arising out of, based upon or attributable to any property within the Care, Custody or Control of the Insured. All other terms and conditions remain unchanged.

### DESIGNATED PRODUCT ENDORSEMENT

This endorsement modifies insurance provided under the policy as below;

This insurance modifies insurance provided under the policy as below; This insurance applies only to "Bodily Injury" or "Property Damage" included in the "Product completed operation hazard" and arising out of "Your Products" shown in the schedule below "Product mentioned in Policy Schedule" All other terms and conditions remain unchanged.

### MOLD, MILDEW AND FUNGUS EXCLUSION

This endorsement modifies insurance provided under the policy as below;

The following exclusion is added to the policy; This insurance does not apply to, and we are not obligated to defend, any loss, demand, claim, cost, expense, "suit," "bodily injury," "property damage," "personal and advertising injury," medical payments or other proceeding that in any way, in whole or in part, arises out of, relates to, or results from mold, mildew or fungus. As used in this exclusion, mold, mildew and fungus include: (1) The actual, alleged or threatened exposure to, consumption, ingestion of, inhalation of, contact with, absorption of, existence of, or presence of, mold, mildew or fungus in any manner or form whatsoever, including without limitation mold, mildew, fungus, yeast, spores, mycotoxins, endotoxins, or other

pathogens, as well as any odors, particulates or by-products of any of the foregoing, either directly or indirectly; (2) The actual or alleged failure to warn, advise or instruct regarding mold, mildew or fungus in any manner or form whatsoever; or (3) The actual or alleged failure to prevent exposure to mold, mildew or fungus in any manner or form whatsoever. This exclusion applies regardless of whether any other cause, event, material, product or condition, including but not limited to water damage or water intrusion, contributed concurrently or in any sequence to such loss, demand, claim, cost, expense, "suit," "bodily injury," "property damage," "personal and advertising injury," medical payments or any liability. This exclusion includes but is not limited to compliance with any request, demand, order, or statutory or regulatory requirement, or any action authorized or required by law, or any loss, cost or expense arising out of or relating to the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, loss of use, diminution in value, loss of market value, or in any way responding to, or assessing the effects of mold, mildew or fungus, as well as any costs, fees, expenses, penalties, judgments, fines, or sanctions arising from or relating thereto. All other terms and conditions remain unchanged.

#### CLINICAL TRIAL EXCLUSION

This endorsement modifies insurance provided under the policy as below;

The following exclusion is added to the policy. This insurance does not apply to: "Bodily injury" or "property damage" or "personal and advertising injury" arising out of manufacture, handling, distribution or disposal of "pharmaceuticals", "biologics" or "medical devices" in connection with a "human clinical trial". For the purpose of this endorsement the following definitions shall also apply: a) "Human clinical trial" means any organized study which provides clinical data for the assessment of the effects of a "pharmaceutical", "biologic", or "medical device" on humans. • "Pharmaceutical" means any substance administered orally, topically, or via injection, to treat, diagnose, cure, mitigate or prevent sickness or disease. b) "Biologic" means any product (such as a globulin, serum, vaccine, antibody, antigen or analogous product) used in the prevention or treatment of sickness or disease. Biologic products also include blood and blood components used for transfusion or for the manufacture of pharmaceuticals derived from blood and blood components, such as clotting factors. c) "Medical device" means any product, other than a "pharmaceutical" or "biologic" that has an application in therapeutic or diagnostic medicine. All other terms and conditions remain unchanged.

#### ELECTRO MAGNETIC FIELD/ ELECTRO MAGNETIC RADIATION EXCLUSION

This endorsement modifies insurance provided under the policy as below;

This insurance does not apply to: A. Electromagnetic Field Emissions and/or Radiation 1. "Bodily injury", "property damage", "personal and advertising injury", or "reduction-in-value" related to any actual, alleged or threatened exposure to, presence of, contact with, release of, escape of, or discharge of electromagnetic field emissions, radiation, or any related physical phenomenon, including, but limited to, the following: a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; b. Any manufacture, construction or design performed in connection with the above; or c. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage. 2. Any loss, cost or expense, including, but not limited to, payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any: a. Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any Insured or any other person or entity test for, abate, mitigate, remove, monitor, or in any respond to or assess the effects of: (1) Electromagnetic field emissions and/or radiation; or (2) Exposure to electromagnetic field emissions and/or radiation. b. Claim, "suit", demand, judgment, obligation, request or settlement due to any actual, alleged or threatened injury or damage from the testing for, abating, mitigating, removing, monitoring, or in any way responding to or assessing the effects of: (1) Electromagnetic field emissions and/or radiation; or (2) Exposure to electromagnetic field emissions and/or radiation. This exclusion applies regardless of who manufactured, produced, sold, owned or controlled the transmission sources, transmissions lines, property or equipment that causes or is alleged to have caused the injury or damage. B. With respect to the provisions of this endorsement only, the following changes are made to Definitions: 1. The following definitions are amended: "Bodily injury" means bodily injury, sickness, disease, shock, fright, fear, mental injury, mental anguish and/or disability sustained and/or that may be sustained in the future, by any person, including death resulting from any of these at any time. "Property damage" means: a. physical injury and/or fear and/or risk of physical injury to tangible property or property rights, including all resulting loss of use of that property. All such loss of us shall be deemed to occur at the time of the physical injury or the advent of conditions giving rise to the fear and/or risk of physical injury that caused it; b. Loss of use and/or fear and/or risk of loss of use of tangible property or property rights that is not physically injured. All such loss of use and/or fear and/or risk of loss of use shall be deemed to occur at the time of the "occurrence" that caused it. 2. For the purpose of this endorsement the following definitions shall also apply: "Reduction-in-value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property. All other terms and conditions remain unchanged.

#### CYBER RISK EXCLUSION

This endorsement modifies insurance provided under the policy as below;

The following exclusion is added to the policy. We will not pay for "bodily injury" or "property damage" or "personal and advertising injury" directly or indirectly arising out of, caused by, contributed to or resulting from any: (1) Functioning, nonfunctioning, improperly functioning, availability or unavailability of: (a) The internet or similar facility; or (b) Any intranet or private network or similar facility; or (c) Any website, bulletin board, chat room, search engine, portal or similar third party application service. (2) Alteration, corruption, destruction, distortion, erasure, theft or other loss of or damage to data, software, information repository, microchip, integrated system or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set; or (3) Loss of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability or failure of any insured to conduct business. All other terms and conditions remain unchanged.

#### PROPERTY DAMAGE TO ELECTRONIC DATA EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the policy as below;

The following exclusion is added to the policy. This insurance does not apply to "Property Damage" to electronic data arising out of computer software programs: 1. Developed and manufactured by you; 2. Developed by you and manufactured by others under a contract; or 3. Developed by others and manufactured by you under a contract. All other terms and conditions remain unchanged.

#### AUTO INCLUSION OF ORGANIZATION NEWLY ACQUIRE OR FORM ENDORSEMENT

This endorsement modifies insurance provided under the policy as below;

Section II – Who Is An Insured point no 3 stand deleted and replaced by the following 3. Any organization you newly acquire or form, will qualify as a 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. d. Such acquired or formed organization shall be registered in India only e. Designated operation of such acquired or formed organization shall compile with insured designated operation mentioned in the policy Schedule f. The turnover of that such organization you newly acquire or form does not exceed 10% of the turnover of the Insured declared at the time of the inception of the policy. All other terms and conditions remain unchanged.

#### GENERAL AGGREGATE EXCLUSION

This endorsement modifies insurance provided under the policy as below;

The following exclusion is added to the policy. NOTWITHSTANDING anything herein contained to the contrary mentioned in the policy, it is hereby understood and agreed that this insurance does not apply to the following. 1. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE (other than due to Product – completed Operation) 2. COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY 3. COVERAGE C – MEDICAL PAYMENTS 4. DAMAGE TO PREMIS TO YOU LIMIT All other terms and conditions remain unchanged.

#### ABSOLUTE LEAD EXCLUSION

This endorsement modifies insurance provided under the policy as below;

The following exclusion is added to the policy; A. This insurance does not apply to: 1. Any injury, damage, loss, costs or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, the "lead hazard". 2. Any damages, judgments, settlements, loss, costs or expenses that: a. May be awarded or incurred by reason of any claim or "suit" alleging actual or

threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "lead hazard"; b. Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others: (1) Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of a "lead hazard"; or (2) As a result of such effects, repair, replace or improve any property; or c. Arise out of any claim or "suit" for damages because of: (1) Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of a "lead hazard"; or (2) As a result of such effects, repair, replace or improve any property. B. For the purpose of this endorsement the following definitions shall also apply; "Lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination. All other terms and conditions remain unchanged.

#### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the policy as below;

Endorsement Schedule: Name: "Wherever required by contract" Address: "Wherever required by contract" The condition of "Transfer Of Rights of Recovery Against Others To Us" under Section -V is amended by the addition of the following; We waive any right of recovery we may have against the person or organisation shown in the schedule above because of payments we make for "Bodily Injury" or "Property Damage" arising out of "your work" done under a contract with that person or organisation and included in the "Product Completed operation hazard". This waiver applies only to the person or origination shown in the schedule above. All other terms and conditions remain unchanged.

#### TOXIC MOLD EXCLUSION

This endorsement modifies insurance provided under the policy as below;

The following exclusion is added to the policy; "Bodily Injury" or "Property Damage" arising out of or related in any way to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s) or bio-contamination(s) or any by product therefrom. All other terms and conditions remain unchanged.

#### SPECIAL ENDORSEMENTS:

Absolute Aviation exclusion  
xxx

Absolute Asbestos exclusion  
xxx

Sanctions clause  
xxx

War exclusion  
xxx

Medical Implants, Cosmetics & Vaccines Exclusion  
xxx

For Cosmetics & Personal care products, herbal products, FMCG, Food Supplements & Food products - Sub-limited to INR 10000000 per occurrence and INR 100000000 in aggregate  
xxx

For Product other than Cosmetics & Personal care products, herbal products, FMCG, Food Supplements & Food products - INR 25000000 Any one Occurrence and in INR 100000000 the Aggregate  
xxx