

## COMMERCIAL GENERAL LIABILITY

### NOTES

THIS INSURANCE CONTRACT IS ESTABLISHED ON THE BASIS OF THE DECLARATIONS AND REPRESENTATIONS MADE AND DOCUMENTS FURNISHED (INCLUDING THE PROPOSAL FORM) BY THE INSURED AND INSURED'S AGENT(S) TO THE COMPANY, ALL OF WHICH CONSTITUTE AN INTEGRAL PART OF THIS CONTRACT OF INSURANCE.

COMBINED WITH THE POLICY SCHEDULE THIS CONTRACT CONTAINS THE FULL INSURANCE TERMS, CONDITIONS, DEFINITIONS AND LIMITATIONS. PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP IT SAFE. THIS POLICY (AND THE POLICY SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE THE COMPANY IMMEDIATELY.

IF THE INSURED SHALL MAKE ANY CLAIM KNOWING THE SAME TO BE FALSE OR FRAUDULENT, AS REGARDS AMOUNT OR OTHERWISE, THIS CONTRACT SHALL BECOME VOID AND ALL CLAIM HEREUNDER SHALL BE FORFEITED.

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## 1 PREAMBLE

This Policy consists of

- i. the Policy wording; and
- ii. each endorsement issued by the Company and attached to and intended to be attached to the policy wording or intended by the Company to form part of this Policy
- iii. the Policy Schedule

The Policy wording and the Policy Schedule are to be read together. Any word or expression given a specific meaning in the Clause headed Definitions will mean the same wherever else it appears unless specially stated otherwise.

## 2 OPERATIVE CLAUSE

Upon receipt of written proposal & declaration along with premium from the Insured (as named in the Policy Schedule), SBI General Insurance Company Limited (hereafter referred to as "the Company") agrees to indemnify the Insured as per the indemnity clause contained hereafter.

## 3 INDEMNITY CLAUSE

Subject to the terms, exclusion and conditions contained herein or otherwise endorsed hereon, the Company agrees to indemnify the Insured for liability arising out of Bodily Injury, Property Damage and/or Pollution which first occurs after the Retroactive date as shown in the Policy Schedule and only against an Occurrence in connection with the Insured Business. No cover is provided under this contract for serial losses if the first such loss occurred before retroactive date.

The Company will indemnify the Insured up to Limit of Indemnity as stated in the Policy Schedule for:

- i. all amount which the Insured becomes legally liable to pay as compensation (excluding punitive, exemplary, aggravated and liquidated damages)
- ii. Defense Cost
- iii. Supplementary Payments.

The indemnity provided herein

- a. only applies to claim or claims first made in writing against the Insured and notified to the Company by the Insured in writing during the Policy Period and/or applicable extended reporting period
- b. shall not cover the liability as per the Public Liability Insurance Act, 1991 or any other statute of a similar or like nature that may come into force after the issue of this Policy
- c. is in accordance with the law of India (unless otherwise specifically provided in the Schedule to this Policy)
- d. is excluding any judgment award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part) unless the Insured has requested that there shall be no such limitation and has accepted the terms of the North American Jurisdiction Extension Clause which forms part of this Policy.

## 4 SCOPE OF COVER

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### 4.1 Section 1 -PublicLiability

The Company will indemnify the Insured in accordance with Indemnity Clause for Insured's legal liability to pay compensation for Bodily Injury and/or Property Damage and/or Pollution for an Occurrence caused by or arising out of or in connection with the Insured Business specified in the Policy Schedule but excludes

- coverage provided under Section 2 - Product Liability
- coverage for Pollution unless specifically covered by way of extension.

### 4.2 Section 2 -ProductLiability

The Company will indemnify the Insured in accordance with Indemnity Clause for Insured's legal liability to pay compensation for Bodily Injury and/or Property Damage and/or Pollution for an Occurrence caused by or arising out of an unknown defect in the Insured Products as specified in the Policy Schedule but excludes

- coverage provided under Section 1 - Public Liability
- coverage for Pollution unless specifically covered by way of extension

Unknown Defect in Insured Product means

- defect in, or the harmful nature of, Insured's Products;
- a defect or deficiency in any direction or advise provided by the Insured concerning the use or storage of Products; or
- a failure by Insured to provide direction or advise concerning the use or storage of Products;

that was not known to, and which should not reasonably have been suspected by the Insured before Insured's Products left Insured's possession or control.

## 5 DEFINITIONS

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### 5.1 Aircraft

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“Aircraft” means any vessel, aircraft or thing made or intended to fly or move in or through the atmosphere or space.

### 5.2 Asbestos dust

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“Asbestos Dust” means fibres or particles of Asbestos.

### 5.3 Auto

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“Auto” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But “Auto” does not include “Tools of Trade”.

### 5.4 Biological Agents

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“Biological agents” means

- bacteria, mildew, mold or other fungi, other microorganisms, mycotoxins, spores or other by-products of any of the foregoing;
- viruses or other pathogens (whether or not a microorganism); or
- colony or group of any of the foregoing.

### 5.5 Company

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“Company” means SBI General Insurance Company Limited

### 5.6 PROPERTY Damage

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“Property Damage” means actual and/or physical loss of or injury to or damage to or destruction of tangible property including resultant loss of use. Tangible property does not include not include any software, data or other information that is in electronic form.

### 5.7 Deductible Or Excess

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“Deductible Or Excess” means the amount the Insured first bear in relation to each Occurrence. The deductible applies to all amounts payable under this Policy including defence cost.

### 5.8 Employee

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“Employee” means the person under a contract of service or apprenticeship with the Insured.

### 5.9 Hovercraft

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“Hovercraft” means any vessel, craft or thing made or intended to float on or in or travel on or through the atmosphere or water.

### 5.10 Bodily Injury

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“BodilyInjury”meansdeath,bodilyinjury,illnessordiseaseofortoanypersonincluding resulting humiliation, mental anguish, mental injury or shock there from.

### **5.11 Insured Business**

- “Insured Business” means the business described in the Policy Schedule including
- provision and management of canteens, social, sports & welfare organisations and first aid ambulance and medical services for the benefit of the Person Employed,
  - Fireandsecurityservicesmaintainedsolelyforthe protectionofpremisesownedand occupied by theInsured
  - private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
  - Repairandmaintenanceof theInsured’spremisesexcludingtheerection,construction, demolition, alteration of and/or addition to a building(s) by or on behalf of the Insured
  - AttendanceatorparticipationintradefairsshowsandexhibitionsbyanyEmployeeor director in connection with their employment but shall not include any work undertaken Offshore.

### **5.12 Intellectual Property Law And Rights**

“Intellectual property law or rights” means

- certification mark, copyright, patent or trademark (including collective or service marks);
- rightto,orjudicialorstatutorylawrecognizinganinterestin,anytradesecretor confidential or proprietary non-personal information;
- other right to, or judicialor statutory law recognizing an interest in, any expression, idea,likeness,name,slogan,styleofdoingbusiness,symbol,title,tradedressor other intellectual property;or
- otherjudicialorstatutorylawconcerning piracy,unfaircompetition orother similar practices.

### **5.13 Loading or Unloading**

“Loading or Unloading” means the handling of property

- AfteritismovedfromtheplacewheritisacceptedformovementintoorontoanAir-craft, Watercraft orAuto;
- While it is in or on an Aircraft, Watercraft or Auto; or
- WhileitisbeingmovedfromanAircraft,Watercraft orAutototheplacewheritisfinally 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.

### **5.14 Limit of INDEMNITY**

“Limit of Indemnity” means the applicable limit of liability specified in the Policy Schedule.

### **5.15 Managed Organisation**

“Managed Organisation” means any organisation other than subsidiary companies whose daily activities and daily decision making is directly controlled or managed by the Insured.

### **5.16 Occurrence**

“Occurrence” means an event which results in Bodily Injury or Property Damage, neither expected nor intended from the Insured’s standpoint. All Bodily Injury or Property Damage arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.

### **5.17 OffShore**

“Offshore” means embarkation onto a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

### **5.18 Period of Insurance**

“Period of Insurance” means the period commencing from the retroactive date as shown in the Policy Schedule and terminating on the expiry date as shown in the Policy Schedule.

### **5.19 Personal Injury**

“Personal injury” means

- libel and slander;
- false arrest, detention, or imprisonment;
- malicious prosecution;
- wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy;
- invasion of any rights of privacy;
- defamation;

Including mental injury, anguish, or shock resulting there from.

### **5.20 Person Employed**

“Person Employed” means

- Employee;
- While under the direct control and supervision of the Insured
  - o labour master and individuals supplied by him;
  - o individual employed by labour only sub-contractors;
  - o self employed individual (not being in partnership with the Insured);
- individual hired to or borrowed by the Insured;
- individual undertaking study or work experience while under the direct control and supervision of the Insured.

### **5.21 Policy Period**

“Policy Period” means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.

### **5.22 Policy Schedule**

“Policy Schedule” means the schedule of the Insurance or any endorsement schedule provided by the Company.

### **5.23 Pollution**

“Pollution” means pollution or contamination of the atmosphere or of any water, land, or other tangible property.

### **5.24 Pollutant**

“Pollutant” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed. Pollutants shall also mean a hazardous substance as defined under the Indian Public Liability Insurance Act, 1991 or any statutory amendments made thereto or modification thereof, or any other similar law for the time being in force.

### **5.25 Premises**

“Premises” shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance of one kilometre from the premises.

### **5.26 Products**

“Products” means any tangible goods, products or property after it has ceased to be in the possession, custody or control of the Insured which are or is deemed to be designed, specified, grown, extracted, produced, processed, formulated, manufactured, constructed, erected, assembled, installed, sold, supplied, distributed, treated, serviced, altered, cleaned or repaired by, or on behalf of the Insured (including container thereof but other than Auto), but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's Employees as a staff benefit.

### **5.27 Tools of Trade**

“Tools of Trade” means mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

### **5.28 Watercraft**

“Watercraft” means any vessel, craft or thing made or intended to float on or in or travel on or through or underwater.

## 6 INDEMNITY TO OTHERS

The indemnity granted under this contract extends to cover the legal liability accruing to the following as an Insured that are not named in the Policy Schedule provided that they observe, fulfil and are subject to the definitions, terms, conditions and exclusions of this Policy:

1. In case Insured is an Individual
    - (i) Insured's spouse is insured but only with respect to the conduct of a Business of which Insured is the sole owner
    - (ii) In case of deceased Individual,
      - persons or organisations having property temporary custody of Insured's property, but they are Insureds only with respect to the maintenance or use of such property and only for acts until the Insured's legal representative has been appointed; and
      - Insured's legal representatives are insureds; but they are insureds only with respect to their duties as the Insured's legal representatives. Such legal representatives will assume the Insured's rights and duties under this insurance.
  2. In case Insured is a Partnership established in accordance with the laws prevailing in India, Insured's partners and their spouses are Insured but only with respect to the conduct of Insured's business.
  3. In case Insured is a Joint Venture established in accordance with the laws prevailing in India, Insured's joint venture partners, partners and their spouses are Insured but only with respect to the conduct of Insured's business
  4. In case of Insured is a Unincorporated Organisation, including but not limited to an association of persons or a private trust functioning in accordance with the laws prevailing in India, Insured's principal officebearers and their spouses are Insured but only with respect to the conduct of Insured's business
  5. In case Insured is an organization other than a partnership, joint venture or unincorporated organization, Insured's directors and officers are Insured but they are insureds only with respect to their duties as the Insured's directors or officers.
  6. Insured's Employees are the Insured; but they are Insured only for acts within the scope of their employment or while performing duties related to the conduct of the Insured Business. However, none of these "Employees" is an insured for
    - Injury to Insured, to Insured partners (whether or not an Employee), directors, officers, members or to any co-Employee while such injured person (including the spouse, child, parent, brother or sister of such person) is either:
      - in the course of his or her employment; or
      - while performing duties related to the conduct of business of the Insured;
- including any obligation to share damages with or repay someone else whom must pay damages resulting therefrom.

- Property Damage to any property owned, occupied or used by the Insured or by any of Insured's partners (whether or not an Employee), directors, officers, members or by any of Insured Employee.
  - 7. Any party with whom the Insured have entered into an agreement for the purpose of Insured Business, but only for Occurrence for which the Insured would be liable in the absence of the agreement and only to the extent that the agreement requires the Insured to indemnify that party in relation to that Occurrence.
  - 8. The officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such.
  - 9. The personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.
  - 10. a. All Insured's subsidiary companies and all Insured's Managed Organisations, existing at the commencement of the Period of Insurance for whole period of insurance or until they cease to be Insured's subsidiary before the end of Period of Insurance, if there is no other insurance available;
  - b. All Insured's subsidiary companies and all Insured's Managed Organisations, that became Insured's after commencement of the Period of Insurance, for 30 days from becoming Insured's subsidiary or qualifying as a Managed Organisation (unless the Period of Insurance ends sooner or they cease to be Insured's subsidiary or qualify as a Managed Organisation which ever shall first occur), if there is no other insurance available;
- but in each case cover is limited
- c. to the Insured Business described in the Policy Schedule
  - d. to Insured Business operations carried out within India
  - e. for Public Liability, to Occurrences within India

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

## **7 NOTIFICATION EXTENSION CLAUSE**

Should the Insured notify the Company during the Period of Insurance in accordance with General Condition 18.1 of any specific event or circumstance which the Insured accept may give rise to a claim or claims which form the subject of indemnity by this Policy then acceptance of such notification means that the Company will deal with any Claims subsequently arising from such circumstance(s) and such claim or claims shall be considered to have been made during the Policy Period or the Extended Reporting Period in which the circumstances were first reported to the Company. The extension granted under this clause will be subject to the claim being made against the Insured within three (3) years from such notice to the Company.

## **8 EXTENDED REPORTING PERIOD**

In the event of non-renewal or cancellation of this Policy, either by the Company for any reason other than for non-payment of premium or by the Insured, the Company will allow a time limit not exceeding sixty (60) days from the date of expiry or cancellation of the Policy provided no insurance

is in force during this extended reporting period for the same interest, for notification of claims for Occurrences which had taken place during the Period of Insurance but claims thereof could not be made during the Policy Period, provided, however, all claims made during the extended

reporting period shall be handled as if they were made on the last day of the expiring Policy Period and are subject to the limits of indemnity and the terms, conditions and exceptions of the Policy. The extended reporting period

- a. does not extend the Policy Period or change the scope of coverage provided.
- b. does not reinstate or increase the Limit of Indemnity.
- c. does not apply to claims that are covered under any subsequent insurance the Insured purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

## 9 CROSS LIABILITY

Where Insured comprises of more than one entity or person, each entity or person indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability not exceeding the Limit of Indemnity stated in the Policy Schedule.

## 10 DEFENCE COST

Subject to all of the terms and conditions of this insurance the Company will pay all costs, fees and expenses incurred by the Insured with prior consent of the Company in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Cost' and it shall serve to reduce the Limit of Indemnity of this Policy as stated in the Policy Schedule. Company's obligations hereunder end when the Company has used up the applicable Limit of Indemnity.

## 11 SUPPLEMENTARY PAYMENTS

Subject to all of the terms and conditions of this insurance the Company will pay, with respect to a claim or suit to which this insurance applies

- reasonable expenses (other than defence cost) incurred by the Insured at the request of the Company to assist in the investigation, defence or settlement of such claim or claims which are the subject of indemnity by the Policy;
- interest on the full amount of a judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Indemnity.

Such expenses are called 'Supplementary Payments' and it shall serve to reduce the Limit of Indemnity of this Policy as stated in the Policy Schedule

Supplementary Payments do not include any fine or other penalty.

Company's obligations ends when the Company has used up the applicable Limit of Indemnity.

## 12 Limit of indemnity

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Company's total liability to pay compensation, claimant's costs, fees and expenses and defence costs shall not exceed the limit of indemnity stated in the Policy Schedule in the form of Any one Accident (AOA) limit and Aggregate one Year (AOY) limit.

- Any one Accident (AOA) Limit

Any one Accident (AOA) limit is the most the Company will pay for the sum of damages for Injury and Property Damage arising out of any one Occurrence. Any such sums the Company pays will reduce the amount of the applicable Aggregate one Year limit available for any other payment.

If the applicable Aggregate one Year (AOY) limit has been reduced to an amount that is less than the Any one Accident (AOA) Limit, the remaining amount of such Aggregate one Year (AOY) limit is the most that will be available for any other payment.

- Aggregate one Year (AOY) Limit

Subject to the Any one Accident (AOA) Limit, the Aggregate one Year (AOY) Limit is the most the Company will pay for the sum of damages for Injury and Property Damage.

Any damage the Company pays will reduce the limit of indemnity. Payments made by the Company by way of the Defence Cost and Supplementary Payments under this insurance contract will reduce the Limit of Indemnity.

## 13 CLAIM SERIES CLAUSE

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For the purpose of this Policy, where a series of and/or several injuries and/or Property Damages are attributable directly or indirectly to the same cause, all such injuries and/or Property Damages shall be added together and all such bodily injuries and/or Property Damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.

## 14 COMPULSORY EXCESS

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The Insured shall bear, as Compulsory Excess, the amount or percentage of the Limit of Indemnity per any one accident so stipulated in the Policy Schedule attached to the Policy. This Compulsory Excess shall be applicable to both (a) death/Bodily Injury claims and (b) Property Damage claims, inclusive of Defence Cost arising out of any one accident. The Company's liability shall attach for the claim in excess of such Compulsory Excess (and voluntary excess, if any, opted by the Insured).

## **15 VOLUNTARY EXCESS**

In the event of the Insured adopting, the Policy shall be subject to voluntary excess as mentioned in the Policy Schedule. This voluntary excess shall be applicable to both (a) death/Bodily Injury claims and (b) Property Damage claims inclusive of defence cost arising out of any one accident. The Company's liability shall attach for the claims in excess of such compulsory and voluntary excess.

## **16 LIMITATION PERIOD**

It is hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## **17 EXCLUSIONS**

### **17.1 Act Of God/Perils**

This insurance does not apply to any liability arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or any other similar acts or convulsions of nature and atmospheric disturbances, unless specifically covered.

### **17.2 Advertising Injury**

This insurance does not apply to any liability arising out of or connected directly or indirectly with

- a. failure of performance of contract or breach of contract
- b. any infringement of copy right or of title or of slogan or trade mark or trade name
- c. incorrect description of any article or commodity and/or mistake in advertised price
- d. piracy or unfair competition
- e. any invasion of right of privacy

committed or alleged to have been committed in any advertisement, publicity, article, broadcast or telecast and arising out of the Insured's advertising activity.

### **17.3 Aircraft, Hovercraft, Watercraft and Registered AUTO**

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This insurance does not apply to any liability arising out of or connected directly or indirectly with ownership, maintenance, possession, legal control or use (use includes operation and Loading or Unloading) by or on behalf of the Insured of

- a. any Aircraft or aerial device
- b. Land, Building or Structures in an area where Aircraft land or take off or are housed, maintained or operated
- c. water-borne vessels, Watercraft or Hovercraft.
- d. Auto (including trailer) which is registered or is required under any legislation to be registered; or
- e. Auto (including trailer) in respect of which compulsory insurance is required to be effected by virtue of any legislation or where such insurance cover is in force

This exclusion does not apply to:

- a Watercraft while ashore on Premises owned by or rented to the Insured or
- the parking of a Auto on Premises owned by or rented to the Insured, provided the Auto is not owned by or loaned or rented to the Insured, other than for income or reward as a Auto parking operator

### **17.4 Aircraft Products**

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This insurance does not apply to any liability arising out of or connected directly or indirectly with any aircraft product or any missile or spacecraft or aerial devise including any

- a. article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any aircraft, missile, spacecraft or aerial devise, or furnished or used in connection therewith
- b. air or space communication, guidance or navigation system;
- c. ground control, handling or support equipment or tools furnished or used in connection therewith
- d. equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;

- e. blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the foregoing; or
- f. engineering or other advice, instruction, labor or service relating to any of the foregoing.

#### **17.5 Alienated/Disposed Premises**

This insurance does not apply to any liability arising out of or connected directly or indirectly with Premises the Insured sell, give away or abandon, if the "Property Damage" arises out of any part of those Premises.

#### **17.6 Asbestos, Asbestos Dust And/Or Asbestos Products**

This insurance does not apply to any liability arising out of or connected directly or indirectly with

- a. any actual or alleged liability whatsoever for claims in respect of loss or losses,  
directly or indirectly (exclusively or partially) caused by or resulting from or in  
consequence of or contributed to by or arising out of or resulting from the  
existence, production, processing, manufacture, sale, distribution, storage,  
deposit or use of or in any way involving asbestos, Asbestos Dust or respirable  
ceramicfibres,oranymaterialcontainingasbestos, AsbestosDustorrespirable  
ceramic fibres in whatever form or quantity;
- b. forthecostsofmanagement(includingthoseofanypersonsunderanystatutory  
duty to manage), removal, repair, alteration, recall, replacement or reinstatement of  
any property or part thereof arising out of the presence of Asbestos, Asbestos  
Dust, respirable ceramic fibres or any material containing asbestos, Asbestos Dust  
or respirable ceramic fibres in whatever form or quantity

#### **17.7 Biological Agents**

This insurance does not apply to any liability arising out of or connected directly or indirectly with the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of Biological Agents.

#### **17.8 Contractual Liability**

This insurance does not apply to any liability arising out of or connected directly or indirectly with liability assumed by the Insured under any agreement or contract excluding

- a. liability which would have been attached to and/or imposed on the Insured in the  
absence of such agreement or contract;
- b. liability arising out of agreement and contracts specified in the Policy Schedule  
and/or specifically covered by way of condition or endorsement.

### 17.9 Deliberate, ConScious and Intentional Acts

This insurance does not apply to any liability caused by the deliberate, conscious or intentional disregard of the Insured's technical or administrative management (rules and/or policies whether express or implied) of the need to take all reasonable steps to prevent claims or any circumstances which may give rise to a claim;

### 17.10 Employment Practices

This insurance does not apply to any liability sustained at any time by any person (including brother, child, parent, sister or spouse of such person), whether or not sustained in the course of employment by any Insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

1. arrest, detention or imprisonment;
2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;
5. demotion, discipline, evaluation or reassignment;
6. discrimination, harassment or segregation;
7. a. eviction; or
  - b. invasion or other violation of any right of occupancy;
8. failure or refusal to advance, compensate, employ, promote or make statutory payments or other contributions;
9. invasion or other violation of any right of privacy or publicity;
10. termination of employment or change in terms or conditions of service; or
11. other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.

### 17.11 Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by the Insured or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any Bodily Injury or Property Damage to any:
  1. person or organisation; or
  2. property the Insured own, rent or occupy.

### 17.12 Expected Or Intended Bodily Injury Or Property Damage

This insurance does not apply to any liability arising out of or connected directly or indirectly with "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.

### 17.13 Fines, Penalty And Punitive Damages

This insurance does not apply to any liability arising out of or connected directly or

indirectly with fines, penalties, punitive, aggravated, liquidated or exemplary damages or any other damages resulting from the multiplication of compensatory damages.

#### **17.14 Industrial Seepage, Pollution And Contamination**

This insurance does not apply to any liability arising out of Industrial seepage, Pollution and contamination (including liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants), unless specifically covered.

#### **17.15 Infringement Of Intellectual Property Rights (IPR)**

This insurance does not apply to any actual or alleged Bodily Injury or Property Damage arising out of, giving rise to or in any way related to any actual or alleged assertion or infringement or violation by any person or organisation (including any insured) of any intellectual property law or right, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged Bodily Injury or Property Damage in the absence of any such actual or alleged assertion, infringement or violation.

#### **17.16 Known Circumstances**

This insurance does not apply to any liability arising out of or connected directly or indirectly with any claim where the Insured were aware of the circumstance or event which gave rise to the claim before the inception of this Policy. This insurance also does not apply to Bodily Injury or Property Damage that is a change, continuation or resumption of any Bodily Injury or Property Damage deemed known, before the beginning of the Policy Period, to have occurred.

#### **17.17 Liquor Liability**

This insurance does not apply to any liability arising out of or connected directly or indirectly with "Bodily Injury" or "Property Damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

#### **17.18 Non-Ionic Radiation**

This insurance does not apply to any actual or alleged loss of or Bodily Injury or Property Damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of contributed to by or arising out of non-ionic radiation, including but not limited to Electro-Magnetic Fields and/or Electro-Magnetic Interference.

#### **17.19 Prior Acts**

This insurance does not apply to any liability with respect to Bodily Injury and/or Property Damage occurring prior to the retroactive date as mentioned in the Policy Schedule; Provided always that in the event of any Bodily Injury or Property Damage arising from continuous or continual inhalation, ingestion or application of any substance following the

- covered Occurrence and where the Insured and Company cannot agree when the Bodily Injury or Property Damage occurred, then
- Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Bodily Injury;
  - Property Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

#### 17.20 Product Recall

This insurance does not apply to any liability arising out of or connected directly or indirectly with liability arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, adjustment, replacement or loss of use of the Insured's Products or part thereof or any property of which such Products form a part.

#### 17.21 Professional Liability

This insurance does not apply to any liability arising out of or connected directly or indirectly with any damages, loss, cost or expense arising out of rendering or failing to render professional services or advise, whether performed by the Insured or by others for whom the Insured is legally responsible and/or whether or not that service or advice is ordinary to the Insured's profession.

#### 17.22 Property Under Care, Custody And Control

This insurance does not apply to any liability arising out of or connected directly or indirectly with respect to damage to

- property owned by or leased or hired or under hire-purchase or on loan to the Insured
- property held by the Insured or on the Insured's behalf for sale or entrusted to the Insured for safekeeping or storage
- property in care, custody or control of the insured
- property on the Insured's Premises for purposes of performing operations on such property by the Insured or on Insured's behalf
- tools or equipment used by the Insured or on the Insured's behalf in performing operations

This Exclusion shall not apply to liability for Property Damage to

- Premises (or the contents thereof) not owned, leased or rented to the Insured but temporarily occupied by the Insured for the purpose of carrying out work in connection with Business of the Insured or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for Property Damage to that part of the property on which the Insured is working and/or which arises out of such work)
- Visitors' clothing and personal effects
- Auto (not belonging to or used by or on the behalf of the Insured) in the physical or legal control of the Insured where such Property Damage occurs whilst any such Auto are in a Auto park owned or operated by the Insured but not where the Insured as part of its business is a Auto park owner or operator for reward

- iv. Premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.

### 17.23 Radioactivity, Ionising Radiation Or Contamination

This insurance does not apply to any liability arising out of or connected directly or indirectly with

- a. ionising radiation, combustion or contamination by radioactivity from any nuclear fuel or weapon, medical isotope, waste or other material whether occurring naturally or otherwise;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c. storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

### 17.24 TobacCo

Any liability arising out of or connected directly or indirectly with

- a. any damages, loss, cost or expense arising out of the actual or alleged emergence, contraction, aggravation or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart disease or any other injury, sickness, disease or condition of the human body as a result of the consumption or use of or exposure to the consumption or use of any tobacco product;
- b. the investigation or defense of any claim made, suit brought or proceeding instituted against any insured; any cost, fine or penalty; or any other expenses for loss related to any of the above.

### 17.25 Additional Exclusions

This insurance does not apply to any liability arising out of or connected directly or indirectly with liability caused by, whatsoever nature directly or indirectly, resulting from or in connection with

- a) Insured vs. Insured claims;
- b) assault and battery;
- c) Offshore risk;
- d) toxic waste;
- e) Personal Injury
- f) transportation of materials and/or dangerous/hazardous substances outside the insured Premises, unless specifically covered;
- g) losses prior to and pending at the inception of the Policy;
- h) deliberate, wilful or intentional non-compliance of any statutory requirements and/or provisions;
- i) loss of pure financial nature such as loss of goodwill, loss of market share etc.
- j) dishonest/criminal acts of Employees or persons working for/on behalf of the Insured.

- k) consumption of food, beverage and/or any other edible items supplied by the Insured in the Insured's Premises, unless specifically covered;
- l) for any claims arising outside the territorial limits as mentioned in the Policy Schedule;
- m) Property Damage to Insured product arising out of it or any part of it.
- n) Lifts, elevators & escalators, unless specifically covered;
- o) Other facilities provided and maintained at the premises like Swimming pool, gym, discotheque, indoor games, health club, ayurvedic center, shopping arcade, hair dressing unit etc. unless specifically covered.

#### **17.26 Unsafe/Unapproved Goods OrProducts**

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This insurance does not apply to any liability arising out of or connected directly or indirectly with liability caused by, whatsoever nature directly or indirectly, resulting from or in connection with any actual, alleged or threatened hazardous properties of the goods or Products

- a) declared unsafe by any governmental or regulatory authority on the basis of such hazardous properties, regardless of whether such goods or Products were declared unsafe before or after:
  - 1. the goods or Products were disposed of, distributed, handled, manufactured or sold; or
  - 2. such Damages were incurred; or

Excluding Insured product, to which this insurance applies, if such product was disposed of, distributed, handled, manufactured and sold before it was declared unsafe, provided it was not declared unsafe before the beginning of the Policy Period;

- b) disposed of, distributed, handled, manufactured or sold without approval by the applicable governmental or regulatory authority.

#### **17.27 Strike, Riots And Civil Commotion**

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Any loss, Property Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with strike, riots and civil commotion regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

#### **17.28 War, Invasion And Act of Foreign Enemy**

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This insurance does not apply to any liability arising out of or connected directly or indirectly with or occasioned by, happening through or in consequence of

- a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or

confiscation or nationalization or requisition or destruction of or damages to property by or under the order of any government or public or local authority;

- b. any act of terrorism, piracy or hijack.

### **17.29 Workmen's Compensation Or Employers Liability**

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This insurance does not apply to any liability arising out of or connected directly or indirectly with

- a. Bodily Injury to Person Employed and/or contractor(s) and/or sub-contractor(s), when such Bodily Injury arises out of or in course of their employment.
- b. This insurance does not apply to Bodily Injury to the brother, child, parent, sister or spouse of such Person Employed and/or contractor(s) and/or sub-contractor(s) as a consequence of any Bodily Injury described in clause a above.
- c. Bodily Injury to person deemed to be Person Employed by the Insured pursuant to the any legislation relating to workers' compensation
- d. Any claim in relation to disability benefits or unemployment compensation law or any similar law.

## **18 GENERAL CONDITIONS**

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18.1 The Insured shall give written notice to the Company as soon as reasonably practicable, but not later than the expiry of Policy or applicable extended reporting period, of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.

18.2 The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim, may relinquish the same.

All amount expended by the Company in the defence, settlement or payment of any claim will reduce the Limit of Indemnity specified in the Policy Schedule. In the event the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations would have been had it not exercised its rights under this condition.

18.3 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.

18.4 The Insured shall give all such information and assistance as the Company may reasonably require. The insured shall at all times in addition to their obligations set out in

General Condition 18.1. above provide such information to and co-operate with the Company or their appointed representative.

- 18.5 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effective, and the Company may amend the terms of this Policy according to the materiality of such change.
- 18.6 The Company may at anytime pay to the Insured in connection with any claim or series of claims under this Policy, to which the limit of indemnity applies, the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment and/or settlement being made, the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- 18.7 For the purpose of this Policy, where a series of and/or several bodily injuries and/or Property Damages are attributable directly or indirectly to the same cause, all such bodily injuries and/or Property Damages shall be added together and all such bodily injuries and/or Property Damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing.
- 18.8 The Policy and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Policy Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.
- 18.9 Where the premium is based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance, declare as soon as possible such details as the Company require. The premium shall then be adjusted and any additional premium as the case may be collected from the Insured.
- 18.10 This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this Policy, be insured by, any other policy (but not a Public Liability Policy or Product Liability policy or Commercial General Liability) or policies, except in respect of any excess beyond the amount which could have been payable under such policy/policies, had this Insurance not been effected.
- 18.11 The insurance afforded by this Policy is excess over any other valid and collectable insurance available to the Insured. Valid and collectable insurance includes any self insurance plan which would be applicable to the loss.
- 18.12 In the event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per Any One Year under the Policy shall get reduced by the extent of quantum of liability paid or to be paid in respect of such claim. Under no circumstances, it shall be permissible to reinstate the Limit of Indemnity to the original level, even on payment of extra premium.

18.13 On the Occurrence of any loss within the scope of cover under the Policy, the Insured shall allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/Premises/goods or any other material items and assist and not hinder or prevent the Company or any of its agents in pursuance of their duties on happening of loss or Property Damage. Insured shall not abandon the insured property/item/Premises, nor take any steps to rectify/remedy the Property Damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses in the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

18.14 No claim shall be payable under this Policy unless the cause of action arises in India, unless otherwise specifically provided in the Schedule to this Policy. All claims shall be payable in India in Indian Rupees only.

18.15 The Company have no duty to provide coverage under this insurance unless Insured and any other involved insured have fully complied with all of the terms and conditions of this insurance.

18.16 This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Company from providing insurance.

#### 18.17 Cancellation

The Company may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Insured's last known address and in such an event, the Company will return the pro-rata portion of the premium (subject to a minimum retention of 25 percent of the annual premium) for the expired part of the Insurance.

The Policy may also be cancelled by the Insured by giving thirty days' notice in writing to the Company, in which event the Company will retain premium at short-period scale provided there is no claim under the Policy during the Period of Insurance. In case of any claim under the Policy, no refund of premium shall be allowed.

#### 18.18 Reasonable Care

The Insured shall exercise reasonable care that only competent Employees are employed and shall take all reasonable steps to prevent Occurrence and to comply with all statutory or other obligations and regulations imposed by any authority and shall maintain the Premises and all works, machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

**18.19 Fraudulent/wilful act or misrepresentation of facts**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf for any loss or damage occasioned by the wilful actor with the connivance of the Insured to obtain any benefit under this Policy.

**18.20 Contribution**

If at the time of the happening of any loss or damage covered by this Policy, there shall be any Public Liability insurance, Product Liability Insurance, Commercial General Liability or other insurance effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

**18.21 Subrogation**

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

**18.22 Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or Exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the Courts of India and to comply with all requirements necessary and to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

**18.23 Arbitration clause**

"The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

#### 18.24 Currency

Premiums, limits, deductibles, retentions, loss and other amounts under this insurance contract are deemed to be expressed and payable in Indian Rupee currency unless specifically agreed. If judgment is rendered, settlement is denominated or another element of loss is expressed in currency other than Indian Rupees, then the payment under this insurance shall be made in Indian Rupees at prevailing exchange rate on the date that the final judgment is rendered, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

#### 18.25 Legal Action

No person or organisation has a right under this insurance to join the Company as a party or otherwise bring the Company into a suit seeking damages from an Insured or sue the Company on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organisation may sue the Company to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial in a civil proceeding or arbitration or other alternative dispute resolution proceeding but the Company will not be liable for any damages, loss, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits of Indemnity.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organisation sues us on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against us must be brought in and determined exclusively in the courts of India.

## 19 ENDORSEMENTS ATTACHED AT THE INCEPTION OF THE POLICY

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Conditions precedent to liability of the company

It is hereby understood and agreed that this insurance shall not apply to and does not cover any liability, whatsoever for any claim in respect of loss or losses directly or indirectly (exclusively or partially) arising out of, resulting from, or in consequence of failure of the Insured to meet the following conditions, these are the conditions precedent to Company's liability:

1. Insured Premises are walled premises.
2. Insured has taken required government / regulatory approvals and has followed related rules & regulations.
3. Proper fire safety arrangements are maintained by the Insured at the insured Premises as per the applicable rules and regulations.
4. Proper security arrangement is maintained by the Insured.
5. No goods or products are obtained by the Insured on terms which prevent the Insured exercising their rights of recovery under the ordinary process of law against their supplier or any other party.
6. Insured provides proper labeling or instructions for usage or warning on each and every product (as applicable).
7. Insured maintains satisfactory details in respect of record keeping and traceability of the insured product and provides the same to the Company (as and when required by the Underwriters).
8. Insured Products follow Product Safety guidelines (FDA or CPSC or equivalent guidelines) applicable to the country where the product is sold.

9. Retroactive coverage is applicable on following conditions being complied with

- (a) no break in between the insurance periods;
- (b) no known or reported losses for last 5 years, unless declared to the Company before inception of Policy and agreed by the Company.
- (c) the insurance has been claims made since the retroactive date.
- (d) Retroactive cover is restricted to limit/coverage in place during relevant Policy Period (but retroactive cover not exceeding this Policy coverage).

10. Insured has to notify in writing to the Company the claims made against the Insured or any adverse incident that might lead to a claim under this Policy. This notification must be given to the Company within Policy Period or applicable extended reporting period.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

### Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any loss of or damage to Property or legal liability arising directly or indirectly as a result of or in connection with Terrorism (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft)

Definitions that apply for purpose of this exclusion:

Terrorism means any act or acts:

- i. committed for, arises out of or relates to political, religious, ideological purposes and involves a violent actor or the unlawful use of force or an unlawful act dangerous to human life or tangible property, and
- ii. carried out by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), and
- iii. appears to be intended to:
  - a. intimidate or coerce a civilian population, or
  - b. disrupt any segment of the economy of a Government, State or Country, or
  - c. overthrow, influence, or affect the conduct of any government de jure or de facto by intimidation or coercion, or
  - d. affect the conduct of a Government by mass destruction, assassination, kidnapping or hostage taking.

In any claim and in any action, suit or other proceedings to enforce a claim under this Policy, the burden of proving that such claim does not fall within the Terrorism Exclusion set out above shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

### Short Period Premium Scale

Period (Not exceeding)	Rate
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

Except as otherwise provided in this endorsement, all terms, provisions and conditions of this Policy shall have full force and effect.