


COMMERCIAL GENERAL LIABILITY SCHEDULE

Agent/Broker Name - AMEX INSURANCE BROKERS (INDIA) PVT LTD

Agent/Broker License Code –399

Agent/Broker Contact No –09847033205 / 0484-2806750

POLICY NO. – 0304003440

COMPANY NAME AREA	PRODUCER NAME AREA
-------------------	--------------------

NAMED INSURED: SYMEGA FOOD INGREDIENTS LTD

MAILING ADDRESS: SYNTHITE TASTE PARK, NO. XI 312G, PANCODE, NEAR KOLENCHERY, ERNAKULAM – 682310S

GST NO: 32AAKCS0062P1Z6

POLICY PERIOD: From: 22-02-2021 To: 21-02-2022

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

MASTER CONTROL PROGRAM AGGREGATE LIMIT: NA.

COMBINED SINGLE LIMIT FOR GENERAL AGGREGATE AND PRODUCT AND COMPLETED OPERATIONS LIMIT: INR 10 Crores Any One Occurrence and in the Aggregate

PERSONAL & ADVERTISING INJURY LIMIT: INR 1 Crores Any One Occurrence and in the Aggregate

FIRE DAMAGE LIMIT: INR 250,000 per occurrence

MEDICAL EXPENSE LIMIT: INR 50,000 per person

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown below

Retroactive Date: 23-02-2018

The above retroactive date, (applicable only to Claims-Made Forms) is subject to:

- ☐ Narrower of applicable Limits and
- ☐ Lower of applicable coverage.
- ☐ Evidence of expiring cover through until retroactive date.

Form of Business:

☐ Individual

☐ Joint Venture

☐ Partnership

☒ Organization (Other than Partnership or Joint Venture)



Business Description: PROCESSING, PACKING & DISPATCH OF FLAVORS, COLORS, SEASONINGS, MASALAS, SOUPS, CURRY POWDER, PACKED FOODS, SAUCE AND KETCHUPS

Annual Premium:	INR	200,000
UGST/SGST:9 %	INR	18,000
CGST: 9 %	INR	18,000
Total Premium:	INR	236,000

Deductible:

INR	150,000	each and every claim-General Aggregate
INR	250,000	each and every claim- Products and Completed Operations - India
INR	500,000	each and every claim-Product and Completed Operations - other than India

This policy is issued, subject additionally to the following conditions, Warranties and Exclusions:

1. Defense Costs included in the Limit of Liability
2. Designated Premises Endorsement
3. Designated Products Endorsement
4. The policy covers legal liability arising out of travel of executives of the Named Insured anywhere in the world for non-manual business visits only
5. Coverage for Acts of God Perils as per policy
6. Coverage for Lift Liability as per policy
7. Non-Owned and Hired Automobile Liability Coverage as per Endorsement subject to:
 - (i) Sub-Limited to INR 2 Crore Any One Occurrence and in the Aggregate
 - (ii) For India Jurisdiction it is a condition precedent to liability that a valid motor vehicle insurance under the MV Act be maintained at all times and this extension will operate in excess of such statutory cover
 - (iii) Territory and Jurisdiction: India
8. Batch Clause
9. Cover for Transportation Legal Liability as per policy
10. Additional Insured Endorsement - where required by written contract
11. Professional Liability Exclusion
12. Absolute Product Recall and Guarantee Exclusion
13. No cover for liability arising out of use of products in and as pharmaceuticals, nutraceuticals, paraceticals.
14. No cover for baby food
15. It is condition precedent to liability that the insured must comply with all the local regulations regulating the designated products
16. Absolute Inefficacy Exclusion
17. Sanctions Endorsement
18. Care, Custody and Control Exclusion
19. Specific Matter Endorsement - Absolute War, Terrorism & Sabotage Exclusion
20. Fines, Penalties, Punitive and Exemplary Damages Exclusion
21. 30 Days Cancellation Endorsement
22. Diacetyl Exclusion



23. Mold and Fingus Exclusion
24. Specific Matter Endorsement - Absolute Asbestos and Sillica Exclusion
25. Specific matter endorsement - Absolute Cyber Exclusion
26. Specific Matter Endorsement - Absolute Nuclear Risk Exclusion
27. Specific Matter Endorsement - Absolute Aviation Exclusion
28. Tie in limit endorsement with the TATA AIG CPI Policy
29. Deductible Endorsement
30. Coverage Territory:
 - General Aggregate: India but worldwide for travel of executives
 - Product and Completed Operations: Worldwide including US/Canada
31. Coverage Jurisdiction :
 - General Aggregate: India but worldwide for travel of executives
 - Product and Completed Operations: Worldwide including US/Canada
32. Renewal Clause
33. Estimated Turnover for the proposed policy period. (in INR CRS)

US/Canada	India	Europe	ROW	Total
0.10	225	-	50	275

Nil losses for the past 5 years

IN WITNESS WHEREOF the undersigned being duly authorized by the Company and on behalf of the Company has hereunto set his hand at Mumbai this 26th day of February 2021.

GSTIN: 32AABCT3518Q1Z5 Kerala, Service Accounting Code: 9971

The Stamp Duty of Rs.0.25 paise paid in cash or demand draft or by pay order, vide receipt/Challan no. CSD/245/2021/544 dated 12-Feb-2021.

For Tata AIG General Insurance Company Ltd.

Authorized Signatory

Policy Serving Office:

Tata-AIG General Insurance Company Ltd.

Grand Bay, Cochin Corporation No. 64/2451 F1,
3rd Floor, Kattakara Junction, Kaloorkadavanthra Road,
Kaloorkad, Cochin - 682017



COMMERCIAL GENERAL LIABILITY POLICY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM COVERAGES A. AND B. PROVIDE CLAIMS-MADE COVERAGE PLEASE READ THE ENTIRE FORM CAREFULLY

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

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

The word “insured” means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section VI).

SECTION I—COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

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

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B.

- b. This insurance applies to “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, shown in the Declarations 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 EXTENDED REPORTING PERIODS (Section V).

- 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 any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with paragraph 1.a. above.



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

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

2. Exclusions.

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

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

c. Liquor Liability

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

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

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

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or



- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by the insured under an "insured contract."

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - (a) At or from any premises, site or location, which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
 - (i) 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
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed, or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one, which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or



- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion 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 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."

h. Mobile Equipment

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

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

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage to Property

"Property damage" to:

- (1) Property you own, rent or occupy;
- (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.



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

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard.”

k. Damage to Your Product

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

l. Damage to Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard.”

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. 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.

n. 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.

o. Nuclear

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

- (1) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

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

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY



1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “personal injury” or “advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “personal injury” or “advertising injury” to which this

insurance does not apply. We may, at our discretion, investigate any “occurrence” or offense and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B.

- b. This insurance applies to:

- (1) “Personal injury” caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) “Advertising injury” caused by an offense committed in the course of advertising your goods, products or services;

but only if:

- (1) The offense was committed in the “coverage territory”;
- (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the “personal injury” or “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 EXTENDED REPORTING PERIODS (Section V).

- 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 any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with paragraph 1.a. above.

All claims for damages because of “personal injury” or “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.

2. Exclusions.

This insurance does not apply to:

- a. “Personal injury” or “advertising injury”:

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations;



- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or
- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- b. "Advertising injury" arising out of:
 - (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (2) The failure of goods, products or services to conform with advertised quality or performance;
 - (3) The wrong description of the price of goods, products or services; or
 - (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

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



2. Exclusions.

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS—COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. 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.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
5. All costs taxed against the insured in the "suit."
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;



- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) 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 defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph **2.b.(2)** of COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I — Coverages), such payment will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

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

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

SECTION II—WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited Liability Company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
 - a. Your "employees," other than either your "executive officers" (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 business. However, none of these “employees” is an insured for:

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

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) “Property damage” to property:

- (a)** Owned, occupied or used by,
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your “employees,” 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 any organization while acting as your real estate manager.
- c.** Any person or organization having proper temporary custody of your property if you die, but only:
 - (1)** With respect to liability arising out of the maintenance or use of that property; and
 - (2)** Until your legal representative has been appointed.
- d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a.** “Bodily injury” to a co-“employee” of the person driving the equipment; or
- b.** “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, 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 injury" or "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 Declarations.

SECTION III—LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products/Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence."
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most 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 Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy.

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

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



- a. You must see to it that we are notified as soon as practicable of an "occurrence" or offense, which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

- b. If a claim is received by any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

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

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

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

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:



- (1) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Declarations of this insurance; or
 - (b) The other insurance has a policy period, which continues after the Retroactive Date shown in the Declarations of this insurance;
- (2) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";
- (3) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage 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.

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

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

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

c. Method of Sharing

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

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

5. Premium Audit.

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

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and



c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

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

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

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

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

9. When We Do Not Renew.

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

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

10. Your Right to Claim and "Occurrence" Information.

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence," not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of the DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT Condition in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV). We will include the date and brief description of the "occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

11. Arbitration

- (a) Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be

referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

- (b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.
- (c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.
- (d) The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.
- (e) It is a condition precedent to any right of action or **suit** upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.
- (f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

12. Governing Law

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

SECTION V—EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "bodily injury," "property damage," "personal injury" or "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, shown in the Declarations; or



- b. "Personal injury" or "advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

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

- 3. A Basic Extended Reporting Period is automatically provided without 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 DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT Condition in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV);
 - b. Five year with respect to claims because of "personal injury" 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 DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT Condition in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV); and
 - c. Sixty days with respect to claims arising from "occurrences" 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.
- 5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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

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

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

- 6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.



The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

General Aggregate Limit

Products-Completed Operations Aggregate Limit

Paragraphs 2. and 3. of LIMITS OF INSURANCE (Section III) will be amended accordingly. The Personal and Advertising Injury Limit, the Each Occurrence Limit and the Fire Damage Limit shown in the Declarations will then continue to apply, as set forth in paragraphs 4., 5. and 6. of that Section.

SECTION VI—DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title, or slogan.
2. "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 "mobile equipment."
3. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.



8. "Insured contract" means:

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

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

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

10. "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."

11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:



- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps, and generators, including spraying, welding, building cleaning, and geophysical exploration, lighting and well servicing equipment.
12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
13. "Personal injury" means injury, other than "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 by or on behalf of its owner, landlord, or lessor;
 - d. Oral or written publication of material that slander or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
14. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - a. When all of the work called for in your contract has been completed.



- b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

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

15. "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.

16. "Suit" means a civil proceeding in which damages because of "bodily injury, property damage" "personal injury," or "advertising injury" to which this insurance 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 consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

18. "Your product" means:

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

"Your product" includes:

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

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

19. "Your work" means:



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

"Your work" includes:

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



Attached to and forming part of policy no.- **0304003440**

DEFENSE COSTS INCLUSIVE ENDORSEMENT

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

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

DESIGNATED PREMISES ENDORSEMENT

It is hereby understood and agreed that notwithstanding anything stated to the contrary anywhere in the policy It is agreed that with respect to Coverages A, B & C subject to all Policy terms, conditions and exclusions, this insurance applies only to bodily injury, property damage, personal and advertising injury and medical expenses arising out of the ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises mentioned below:

- SYNTHITE TASTE PARK, NO. XI 312G, PANCODE, NEAR KOLENCHERY, ERNAKULAM - 692310

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

DESIGNATED PRODUCT ENDORSEMENT

It is agreed that the coverage under this policy shall only be limited to "Your Products" mentioned below:

- FLAVORS, COLORS, SEASONINGS, MASALAS, SOUPS, CURRY POWDER, PACKED FOODS, SAUCES AND KETCHUPS

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

NON – OWNED & HIRED AUTO EXCESS LIABILITY EXTENSION

Insured: As Per Schedule	Address: As Per Schedule
---------------------------------	---------------------------------

ITEM 2. Policy Period: From: As Per Schedule To: As Per Schedule

ITEM 3. Named Insured: As Per Schedule

- ☐ Individual
 ☐ Partnership
 ☒ Corporation
 ☐ Joint Venture
☐ Other

Business Of Insured: As Per Schedule

Audit Period: Annual unless otherwise stated

ITEM 4. In consideration of payment of premium, and subject to all the terms, conditions and exclusions of this policy, the Company agrees to provide the Named Insured with the insurance stated in this policy.

Limits Of Liability (US\$)	Each Occurrence (US\$)	Aggregate (US\$)
Combined Bodily Injury And Property Damage sublimited to	As Per Schedule	As Per Schedule

ITEM 5. Territory & Jurisdiction: General Liability – As Per Schedule

NON-OWNED HIRED AUTO LIABILITY ENDORSEMENT

1. COVERAGE E - BODILY INJURY LIABILITY COVERAGE F - PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the Insured, all sums, which the Insured shall become legally obligated to pay as damages because of:

- E. Bodily Injury**
F. Property Damage

to which this insurance applies, caused by an **occurrence** and arising out of the ownership, maintenance or use, including loading and unloading, of any **Non Owned Automobile** and / or **Hired Automobile**, and the Company shall have the right and duty to defend any lawsuit against the insured seeking damages on account of such **bodily injury** or **property damage**, even if any of the obligations of the lawsuit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or lawsuit as it deems expedient, provided that the claim or lawsuit is not brought in the following countries :



- (a) Any jurisdiction in which this policy may be prohibited by statute, regulation or local laws, or
- (b) Any country or territory for which an Indian Governmental embargo, sanction, ban is in effect;

With respect to claims brought or lawsuits litigated within the countries in (a) above, the Company shall have the right but not the duty to investigate, settle or defend any claim made or lawsuit brought against the Insured. The **Insured** shall arrange investigation and defence as are reasonably necessary and shall effect such settlement, as they are legally obligated. Upon reasonable proof, the Company shall reimburse the Insured for reasonable costs of such investigation, defense and the amount of any settlement.

With respect to claims brought or lawsuits litigated within the countries in (b) above, it is agreed that no coverage is provided under this policy, unless the existing Indian Governmental embargoes or sanctions prohibiting the transactions of business with or within those countries are removed for any reason, or no longer operate to prevent the conduct of business with or within these countries. For purposes of this clause, "transactions of business" is understood to include, but not be limited to, the ability of the Company to conduct claims investigations.

The Company shall not be obligated to pay any claim or judgement or to defend any lawsuit after the applicable limit of the Company's liability has been exhausted by payment of judgements or settlements.

EXCLUSIONS

This Insurance does not apply:

- (a) To liability assumed by the **Insured** under any contract or agreement;
- (b) to any obligation for which the **Insured** or any carrier as his Insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law, or under any similar law;
- (c) to **bodily injury** to any employee of the **Insured** out of and in the course of his employment by the **Insured** or to any obligation of the **Insured** to Indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the Insured unless benefits therefore are in whole or in part either payable or required to be provided under any Workmen's Compensation law;
- (d) to **property damage** to
 - (1) Property owned or being transported by the **Insured**, or
 - (2) Property rented to or in the Care, Custody or Control of the **Insured**, or to which the **Insured** is, for any purpose, exercising physical control, other than **property damage** to a residence or private garage by a **private passenger automobile** covered by this Insurance;



- (e) to any liability whatsoever arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, factional civil commotion, terrorism, or military or usurped power;
- (f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water., but this exclusion does not apply if such discharge, dispersal, release or escape meets all five of the following conditions :
 - (1) the discharge, dispersal, release or escape must be neither expected or intended by the **Insured**, and
 - (2) the beginning of the discharge, dispersal, release or escape must take place during the policy period, and
 - (3) the discharge, dispersal, release or escape must be physically evident to the **Insured** or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape.
 - (4) The initial **bodily injury** or **property damage** caused by the discharge, dispersal, release or escape must ensue within 72 hours of the beginning of the discharge, dispersal, release or escape.
 - (5) Notwithstanding anything to the contrary in condition 4, **Insured's** duties in the event of occurrence, claim or lawsuit or any other policy conditions, all claims made against the **Insured** under this coverage must be reported to the Company as soon as practicable, but not later than 30 days after termination of the policy.

The term release includes, but is not limited to any of the following: spilling, leaking, pumping, pouring, emitting, emptying, injection, dumping or disposing.

If the **Insured** and the Company should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of providing that all 5 enumerated conditions are met rests with the **Insured**, at the **Insured's** own expense. Until such proof is accepted by the Company, the Company may, but is not obligated to, defend any claim.

II. PERSONS INSURED

Each of the following is an **Insured** under the Insurance to the extent set forth below:

- (a) **The Named Insured;**
- (b) Any Partner or Executive Officer thereof, but with respect to a **non-owned automobile**, only while such **automobile** is being used in the business of the **Named Insured**;



- (c) any other person while using a an **own automobile** or **hired automobile** with the permission of the **Named Insured**, provided his actual operation or (if he is not operating) his other actual thereof is within the scope of such permission, but with respect to **bodily injury** or **property damage** arising out of the loading or unloading thereof, such other person shall be an **Insured** only if he is :
- (1) a lessee or borrower of the **automobile**, or
 - (2) an employee of the **Named Insured** or of such lessee or borrower;
 - (d) any other such person or organization but only with respect to his or its liability because of acts or omissions of an **Insured** under (a), (b) or (c) above.

None of the following is an **Insured**:

- i) any person while engaged in the business of his employer with respect to **bodily injury** to any fellow employee of such person injured in the course of his employment;
- ii) the owner or lessee (of whom the **Named Insured** is a sub lessee) of a **hired automobile** or the owner of a **non-owned automobile**, or any agent or employee of any such owner or lessee;
- iii) an Executive Officer with respect to an **automobile** owned by him or by a member of his household;
- iv) any person or organization, other than the **Named Insured**, with respect to:
 - (1) a motor vehicle while used with any **trailer** owned or hired by such person or organization and not covered by like insurance in the Company (except a **trailer** designed for use with a **private passenger automobile** and not being used for business purposes with another type motor vehicle), or
 - (2) a **trailer** while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;
- (v) any person while employed in or otherwise engaged in duties in connection with an **automobile business**, other than an **automobile business** operated by the **Named Insured**.

This insurance does not apply to **bodily injury** or **property damage** arising out of (1) a **non-owned automobile** used in conduct of *any partnership* or *joint venture* which is not *designated in this policy* as a **Named Insured**, or (2) if the **Named Insured** is a partnership, an **automobile** owned by or registered in the name of a partner thereof.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **Named Insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or lawsuits brought on account of **bodily injury** or **property damage** or (4)



automobiles to which this policy applies, the Company's liability is limited as mentioned in the Schedule.

Coverages E and F - For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

For the avoidance of doubt, the Limit applicable to Coverage E and F are a component of, and payments made thereunder shall erode, the General Aggregate Limit of the Policy.

IV. **COVERAGE TERRITORY**

This Insurance applies only to **bodily injury** or **property damage**, which occurs within the **coverage territory**.

V. **ADDITIONAL DEFINITIONS:**

When used in reference to this insurance (including endorsements forming a part of the policy):

"Automobile business" means the business or occupation of selling, repairing, servicing, storing, or parking **automobiles**;

"Hired automobile" means an **automobile** not owned by the **Named Insured** which is used under contract in behalf of, or loaned to, the **Named Insured**, provided such **automobile**, is not owned by or registered in the name of (a) a partner or executive officer of the **Named Insured** or (b) an employee or agent of the **Named Insured** who is granted an operating allowance of any sort for the use of such **automobile**;

"Non-owned automobile" means an **automobile**, which is neither **own automobile** nor a **hired automobile**;

"Private passenger automobile" means a four -wheel private passenger or station wagon-type **automobile**;

"Trailer" includes semi-trailer but does not include **mobile equipment**.

VI. **EXCESS INSURANCE – HIRED AND NON-OWNED AUTOMOBILES**

With respect to a **hired automobile**, or a **non-owned automobile**, this Insurance shall be excess Insurance over any other valid and collectible Insurance available to the **Insured**.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

BATCH CLAUSE

It is hereby declared and agreed that the insurance provided under this policy with respect to bodily injury or property damage resulting from the Named Insured's products is modified as follows:

Should a batch of merchandise or products from one prepared or acquired lot or processing method after being sold, cause bodily injury or property damage to more than one person, all such bodily injury or property damage resulting from such batch or lot, shall be considered as resulting from one common occurrence, and the date in which the Named Insured receives the first indication or knowledge of the claim, will be indicator of the policy year to bear the loss.

It is further agreed that the term processing method shall mean any method or methods, the object of which is to produce a product with the same constituents in identical proportions.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

ADDITIONAL INSURED ENDORSEMENT – where required by written contract

It is hereby understood and agreed that Additional Insured(s) are covered under this policy only where required by written contract, but only with respect to **bodily injury** or **property damage** arising out of **your** operations on the property mentioned under the designated premises endorsement, **your work** performed for or on behalf of an additional insured or **your products** mentioned under designated product endorsement which are distributed or sold in the regular course of the Additional Insured's business, subject to the following additional exclusions:

The insurance extended to the Additional Insured does not apply to:

- a. **Bodily injury** or **property damage** for which the Additional Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement, provided that this exclusion does not apply to liability for damages that the Additional Insured would have in the absence of such contract or agreement;
- b. Any express warranty unauthorized by **you**;
- c. Any physical or chemical change in **your product** made intentionally by the Additional Insured;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from **you**, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the Additional Insured has agreed to make or normally undertakes to make in the usual course of business or in connection with the distribution or sale of **Your Product**;
- f. **Your product** which, after distribution or sale by **you**, have been labeled or relabeled by or for the Additional Insured and liability arises in connection with such labeling;
- g. **Bodily injury** or **property damage** arising out of the negligence or acts or omissions of the Additional Insured or those of its employees or anyone else acting on its behalf.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

PROFESSIONAL LIABILITY EXCLUSION

Notwithstanding anything stated to the contrary anywhere in the policy, it is agreed that:

This insurance does not apply to any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the Insured or any person for whom the Insured is legally responsible. It is understood this exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured.

However, this exclusion shall not apply to resultant Bodily Injury or Property Damage arising out of professional services performed by or on behalf of the Insured.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

ABSOLUTE INEFFECTICACY EXCLUSION

Notwithstanding anything to the contrary contained within mentioned in the policy or in any of the endorsements thereto, it is hereby agreed and declared that this insurance does not cover losses arising out of, based upon or attributable to, improper or inadequate performance, of the Insured's Product(s), or failure of the Insured's Product(s) to fulfill the intended use or function or meet the level of quality, fitness or durability warranted or represented.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

SANCTIONS ENDORSEMENT

The Insurer will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Insurer, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

CARE, CUSTODY AND CONTROL EXCLUSION

Notwithstanding anything to the contrary elsewhere in this policy, It is hereby understood and agreed that the Insurer shall not be liable to make any payment for loss in connection with any claim made against the Insured 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.



Attached to and forming part of policy no.- 0304003440

**SPECIFIC MATTER ENDORSEMENT
ABSOLUTE WAR, SABOTAGE AND TERRORISM EXCLUSION**

Notwithstanding anything stated in the contrary, it is hereby understood and agreed that **SECTION I – COVERAGES** 2. Exclusions (i) War in the policy, which read as:

"i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement."

is deleted in its entirety and replaced with the following:

"i. War

Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; sabotage or terrorism. Further, it also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above."

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

FINES, PENALTIES, PUNITIVE, OR EXEMPLARY DAMAGES EXCLUSION

Notwithstanding anything to the contrary mentioned in the policy, it is hereby declared that this Policy excludes all liability for fines, penalties, punitive or exemplary damages.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

CANCELLATION

Notwithstanding anything to the contrary mentioned in the policy or in any of the endorsements, it is hereby agreed and declared that

- a. **We** may cancel this Policy by giving 30 days written notice of such cancellation to the last known address of the first named Insured and in such event **we** will return a pro-rata portion (subject to retaining the minimum premium, if any, prescribed under the policy) for the unexpired Policy Period.
- b. This Policy may also be cancelled by **you** by giving 30 days written notice to **us** in which event **we** will retain premium at the short period scale stated below subject to retaining INR 2,500/- or the minimum premium, if any, prescribed under the policy, whichever is higher, provided that there has been no Claim under the Policy during the Policy Period in which case no refund of premium shall be allowed.

Short Period Scale

Period (Not exceeding)	Rate
1 week	10% of the Annual 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

The payment or tender of any unearned premium by **us** shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

DIACETYL EXCLUSION

It is agreed that no coverage under this policy apply to any damages directly or indirectly arising out of, contributed to by or resulting from use of Diacetyl

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- 0304003440

MOLD AND FUNGUS EXCLUSION

This insurance does not apply to **bodily injury, property damage, personal and advertising injury**, or any other loss, cost or expense, including but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any **fungus(i), molds(s)**, mildew or yeast, or
- b. Any **spore(s)** or toxins created or produced by or emanating from such **fungus(i), molds(s)**, mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **fungus(i), molds(s)**, mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **fungus(i), molds(s)**, mildew, yeast, or **spore(s)** or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that **bodily injury, property damage, personal and advertising injury**, loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

Fungus(i) includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including **mold(s)**, rusts, mildews, smuts, and mushrooms.

Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and **fungi** that produce molds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **fungus(i), mold(s)**, mildew, plants, organisms or microorganisms.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

**SPECIFIC MATTER ENDORSEMENT
ABSOLUTE ASBESTOS AND SILICA EXCLUSION**

ASBESTOS

It is hereby understood and agreed that the insurer shall not be liable to make any payment for loss in connection with any claim directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture of, mining of, use of, sales of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.

SILICA

It is hereby understood and agreed that the insurer shall not be liable to make any payment for loss in connection with any claim directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the 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 products, silica fibers, silica dust or silica in any form.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

SPECIFIC MATTER ENDORSEMENT - ABSOLUTE CYBER EXCLUSION

Notwithstanding anything to the contrary elsewhere in this policy, this insurance does not apply to:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including any "personally identifiable information", trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any "computer system" or "electronic data".

For purposes of this exclusion:

"Computer system" means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information.

"Electronic data" means any data stored on a computer system.

"Personally identifiable information" (PII) means any data that can be used to contact or identify a specific individual.

All other terms, conditions and exclusions shall remain the same.



Attached to and forming part of policy no.- **0304003440**

**SPECIFIC MATTER ENDORSEMENT
ABSOLUTE NUCLEAR RISKS EXCLUSION**

It is hereby understood and agreed that the insurer shall not be liable to make any payment for loss in connection with any claim directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the nuclear and radioactive contamination arising out of, based upon or attributable to or in any way involving, directly or indirectly: (a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or (b) the radioactive, toxic, explosive, dangerous or other hazardous properties of any nuclear assembly or nuclear component thereof or any nuclear material or any part of it. Further it is understood and agreed that the policy shall not cover all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.

All other terms and conditions remain unchanged.

Attached to and forming part of policy no.- 0304003440

SPECIFIC MATTER ENDORSEMENT - ABSOLUTE AVIATION EXCLUSION

Notwithstanding anything to the contrary mentioned in the policy or in any of the endorsements, it is hereby understood and agreed that the policy will not cover any loss/claim directly or indirectly arising out of following:

1. damage to/ loss of any aircraft or any aviation equipment (including missiles or spacecraft, ground support or control equipment used therewith and electronic data employed in such aviation operations)
2. ownership, maintenance, use of any aircraft or any aviation equipment (including missiles or spacecraft, ground support or control equipment used therewith and electronic data employed in such aviation operations), or any operations necessary or incidental to, any airport or aircraft landing area.
3. ownership, maintenance, use of locations, including any portion of roads or other accesses that adjoin an airport or airfield or aerodrome and or its premises, by the insured or its employee or its subcontractor in the course of the insured's business which takes place within the confines of restricted access areas of an airport and or its premises, including but not limited to airfields, aerodrome, heliports, runways, hangars or terminals.
4. "Aircraft Products and Completed Operations" or / any reliance upon any representation or warranty made with respect thereto, and/or to any damages arising out of the Grounding of any aircraft. For purpose of this exclusion, below mentioned definitions shall apply:

- ☐ "Aircraft Product and Completed Operations" means following:
 - o Aircraft (including missiles or spacecraft and ground support or control equipment used therewith and electronic data employed in such aviation operations) and any other goods or products manufactured, sold, handled or distributed by or on behalf of the Insured or any services provided or recommended by the Insured or by others trading under insured's name for use in the manufacture, repair, operation, maintenance or use of any aircraft, and
 - o Any articles, furnished by or on behalf of the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, including but not limited to ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering or other data, engineering or other advice, and labor relating to such aircraft or articles.
- ☐ "Grounding" means the withdrawal of one or more aircraft for the flight operations or the imposition of speed, passenger or load restrictions on such aircraft by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by the Insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders, or drawings of the Insured or with tools, machinery or other equipment furnished to such persons or organizations by the Insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations. A grounding shall be deemed to commence on the date of an occurrence which discloses such condition, or on the date an aircraft is



first withdrawn from service on account of such condition, whichever occurs first.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

TIE IN LIMITS ENDORSEMENT

It is hereby understood and agreed that in respect of all claims that are covered in whole or In part by this policy and policy number 0304003461 (or would be covered but for the exhaustion of the Limit of Liability, the applicability of the retention/deductible amount or coinsurance amount, or the failure of the insured to submit a notice of a claim), the maximum amount payable by the insurers under all such policies shall not exceed the Limit of Liability of that policy referred herein which has the highest applicable Limit of Liability.

It is further understood and agreed that this endorsement shall not be construed to increase the Limit of Liability specified in the Schedule of this policy.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- 0304003440

DEDUCTIBLE ENDORSEMENT

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

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

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

COVERAGE TERRITORY ENDORSEMENT

It is hereby agreed and declared that **SECTION VI—DEFINITIONS** 4. Coverage Territory of the policy, which reads as follows:

4. "Coverage territory" means:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or
- c.** All parts of the world if:
 - (1)** The injury or damage arises out of:
 - (a)** Goods or products made or sold by you in the territory described in **a.** above; or
 - (b)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; and
 - (2)** The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

is deleted in its entirety and replaced with the following:

4. Coverage territory means:

For General Aggregate: India but worldwide for travel of executives

For Product and Completed Operations: Worldwide including US/Canada

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- 0304003440

COVERAGE JURISDICTION ENDORSEMENT

It is hereby agreed and declared that **SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; 1. Insuring Agreement; b. of the policy, which reads as follows:

- b. This insurance 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, shown in the Declarations 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 EXTENDED REPORTING PERIODS (Section V).

is deleted in its entirety and replaced with the following:

- b. This insurance 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, shown in the Declarations or after the end of the policy period;
 - (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 EXTENDED REPORTING PERIODS (Section V) and
 - (4) Any claim is made or suit is brought within, or in accordance with the laws of countries specified below:-

For General Aggregate: India but worldwide for travel of executives
For Product and Completed Operations: Worldwide including US/Canada

It is further agreed and declared that **SECTION I – COVERAGES; COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**; 1. Insuring Agreement; b. of the policy, which reads as follows:

- b. This insurance applies to:
- (1) “Personal injury” caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
 - (2) “Advertising injury” caused by an offense committed in the course of advertising your goods, products or services;
- but only if:
- (1) The offense was committed in the “coverage territory”;



- (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "personal injury" or "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 EXTENDED REPORTING PERIODS (Section V).

is deleted in its entirety and replaced with the following:

b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if:

- (1) The offense was committed in the "coverage territory";
- (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "personal injury" or "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 EXTENDED REPORTING PERIODS (Section V).
- (4) Any claim is made or suit is brought within, or in accordance with the laws of countries specified above for General Aggregate.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no.- **0304003440**

RENEWAL CLAUSE

The Policy may be renewed with our consent. The benefits under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid / received. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

All other terms and conditions remain unchanged.



Customer Grievance Redressal Procedure

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

Nodal Officer

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

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

Escalation Level 1

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

Escalation Level 2

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

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



Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Shri/Smt..... 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@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Shri/Smt..... 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@ecoi.co.in	Karnataka.
BHOPAL - Shri/Smt..... Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Shri/Smt..... Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	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 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
CHENNAI - Shri/Smt..... Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).



Email: bimalokpal.chennai@ecoi.co.in	
DELHI - Shri/Smt..... Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 2323481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
GUWAHATI - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Shri/Smt..... 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@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM - Shri/Smt..... Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA - Shri/Smt..... Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW -Shri/Smt..... Office of the Insurance Ombudsman,	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda,



<p>6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI - Shri/Smt..... Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - Shri/Smt..... Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>



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

Disclaimer: INSURANCE ACT 1938 Section 41 Prohibition of Rebates

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.

2. ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHED WITH A FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

"Insurance is the subject matter of the solicitation". For more details on benefits, exclusions, limitations, terms & conditions, please refer sales brochure/ Policy wordings carefully, before concluding a sale.

"Commencement of risk cover under the Policy is subject to receipt of payable premium by Tata AIG General Insurance Company Limited".