

eNotice Inviting Tender (NIT)

**NIT No.: ICAT/T/FIN/CGL-INSC/2022-23/131
Manesar, 28th September' 2022**

The Director, International Centre for Automotive Technology (ICAT), a division of NATRIP Implementation Society (NATIS), Govt. of India, hereby invites sealed bid for “**Commercial General Liability (CGL) Policy**” as per following details:

Tender Activity Schedule

Product Requirement	Commercial General Liability (CGL) insurance
Policy Validity	One Year (12 Months)
Policy Requirement	CGL Limit : INR 10 crore Medical Expenses Sub Limit : INR 2,50,000 per person Care, Custody and Control : INR 2.50 crore per occurrence & in the aggregate
Payment Terms	100% Payment against CGL Policy (Through Digital Mode /RTGS or NEFT).
Policy Delivery Period	Immediate
Billing Address	International Centre For Automotive Technology (Centre – 1), Plot No. 26, Sector – 3, Near HSIIDC, IMT Manesar, Gurgaon 122050 GST No. 06AAATN7662F1ZI
Last Date of submission of Sealed Techno-Commercial Bid	Up to 17:00 Hrs. on 10th October' 2022, at ICAT Centre – 1, Manesar, Gurgaon, India.
Proposal form and reference copy attached for all ICAT Location (Manesar and Chennai Mentioned Below):	
Location I: International Centre For Automotive Technology, Plot No. 26, Sector – 3, IMT Manesar, Gurgaon 122050 (Haryana).	
Location II: International Centre For Automotive Technology, Plot No. 1, Sector – M11, Near Maruti Gate No. 4, IMT Manesar, Gurgaon 122050 (Haryana).	
Location III: International Centre For Automotive Technology, Plot No. 182/6, Chengalpattu Main Road, Vadakal Village, Sriperumbudur Taluk, Kanchipuram, Chennai - 6021-5 (Tamil Nadu).	

For any queries please feel free to contact the undersigned:

Contact Person: Mr. Subhanshu Satsangi – Finance Department

Mail ID: subhanshu.satsangi@icat.in

Contact No. : +91 9312020412

Sealed Envelope should be marked with “**Commercial General Liability (CGL) Policy**”

Interested suppliers/service providers who meet our requirements should submit no regret techno commercial proposal in a **sealed envelope latest by 10th October 2022 by 17:00 Hrs.** at below given address

To,

**The Purchase Department,
International Centre For Automotive Technology
Plot N. 26, Sector-3, HSIIDC, IMT Manesar
Gurgaon 122050 (Haryana)
Contact No. +91 9971150821**

Note: ICAT reserves the right to reject/modify/cancel the tender without assigning any reason thereof.

Annexure A

Financial Bid for Commercial General Liability (CGL) Policy

SI No.	Item Descriptions	Unit	Quantity	Unit Price (INR)	Total Value (INR)
1	Procurement for "Commercial General Liability (CGL) policy (As per specification and make given in NIC)" CGL Limit : INR 10 crore Medical Expenses Sub Limit : INR 2,50,000 per person Care, Custody and Control : INR 2.50 crore per occurrence & in the aggregate	Year	1		
Total Value (INR)					
IGST/GST%					
Grand Total Inclusive of GST and Freight (INR)					

ICAT Terms & Conditions

- **Policy Period:** 1 Year (12 Months).
- **Delivery Period:** Immediate.
- **Payment:** 100% Payment against CGL Policy (Through Digital Mode /RTGS or NEFT).

International Centre for Automotive Technology (ICAT)

Plot No. - 26, Sector-3, HSIIDC, IMT Manesar, Gurgaon-122050, Haryana, India
Phone: +91-124-4586-111, FAX: +91-124-2290005, Email: purchase@icat.in,
Website www.icat.in

PROPOSAL FORM

This proposal for insurance will be the basis for any subsequent Policy that we issue to you. It is essential that you answer fully and accurately all the questions contained in this proposal, and that you provide us with all additional information relevant to the risk to be insured or our decision as to the acceptance of the risk or the terms upon which it should be accepted. Your failure to comply with this obligation now may result in the rejection of your claim and the avoidance of your Policy when a claim is made.

SECTION 1 – DESCRIPTION OF TRADE

1.	Proposer's name in full	I	N	T	E	R	N	A	T	I	O	N	A	L	C	E	N	T	R	E	F	O	R	
		A	U	T	O	M	O	T	I	V	E	T	E	C	H	N	O	L	O	G	Y			

2.	Tel. No.	0	1	2	4	4	4	8	6	1	1	1	E-Mail ID.										
	Fax No.	0	1	2	4	2	2	9	0	0	0	5	Mobile No.										

3.	Postal Address	P	L	O	T	N	O	2	6	S	E	C	T	O	R	3	I	M	T				
		M	A	N	E	S	A	R	1	2	2	0	5	0									

4.	Country of Operations	
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5.	Business Description	Analytical laboratories (Testing Validation & R&D Infrastructure for all of Automobiles
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6.	Describe process and activities	Testing Homologation , Certification , Validation & R&D Infrastructure for all of Automobiles
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7.	Date established	01/04/2007
	If new, give details of experience	

8.	Provide an estimated breakdown of contract works undertaken (other than collection and delivery)							
	Sr. No	Country of Operations	Description of Activity	Estimated Turnover	Break up of Turnover Activity wise		Work of Subcontracted to firms	Work of Subcontracted to Self Employed
					Onshore	Offshore		

9.	(a) Do you vet the insurance arrangements of subcontractors?	Yes	No	<input checked="" type="checkbox"/>
	(b) Is there any minimum limit of Indemnity prescribed for the insurance	Yes	No	

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SECTION 2 – GENERAL QUESTIONS

The following questions must be answered in all cases

1.	Have you been prosecuted during the last 5 years under any safety legislation?	Yes		No	<input checked="" type="checkbox"/>
2.	Have you or any of your directors or partners ever been charged with a criminal offence other than a motoring offence?	Yes		No	<input checked="" type="checkbox"/>
3.	Has any Insurer ever declined to insure you or refused to renew any of your insurances?	Yes		No	<input checked="" type="checkbox"/>
If "YES" to any of the above, please provide full details (including identity of Insurers if responding to Q3)					
4.	Give details of any separate business in which you or any of your directors or partners are or have been involved the last 5 years.				
	Name of Business	Trade	From	To	
5.	Give name (s) of present Liability Insurer (s) and expiry date (s) of insurance cover(s).				
6.	PI confirm the indemnity limits sought for the following:			Indemnity Limits	
	(a) Public/Product Liability	Yes	<input checked="" type="checkbox"/>	No	10,00,00,000 AOA& 10,00,00,000 AOY
	(b) Personal/Advertising Injury	Yes	<input checked="" type="checkbox"/>	No	10,00,00,000 AOA& 10,00,00,000 AOY
	(c) Medical Expenses Cover	Yes	<input checked="" type="checkbox"/>	No	2,50,000 Per Person
	Date from which cover is to commence:				

SECTION 3 – PRODUCTS AND SERVICES

	Details	Estimate (Annual Turnover)
A. BROAD OUTLINE		
Please provide a general description of products supplied or manufactured and total of Turnover figure	Testing of Automobile Properties	301 Crores
B. ANALYSIS OF PRODUCTS		
1. Indicate details of products out of above which you do not manufacture	N/A	
2. Indicate details of products which you alter, adapt or change in some way	N/A	
3. Give details of imported products including source of origin	N/A	
4. Give details of any products used:	N/A	
(a) In Aircraft		
(b) In Marinecraft		
(c) Offshore		

	Details	Estimate (Annual Turnover)
C. U.S.A OR CANADA		
1. Give details of any products supplied directly or to your knowledge indirectly to the U.S.A. or Canada	N/A	
2. If products have been supplied in previous years to U.S.A. or Canada indicate Turnover applicable to each of last 3 years "IN ADDITION" to usual information.	N/A	
D. SERVICES/TREATMENT		
If you provide any services or treatment other than products, provide details		
E. GENERAL QUESTIONS RELATING TO YOUR LIABILITY AS A PRODUCER		
1. Do you retain rights of recovery against manufacturers?	NO	
2. Do any of your products require an accompanying hazard warning?	N/A	
3. Do you design or prepare specifications for the products you supply? Give below details relevant to the above questions (including qualifications of design team)	NO	
4. Provide details of your quality control system including any "early warning" mechanism built into your complaints procedure		
5. Please indicate period of time, in years, that you retain stock records of:		
Customers:	5 YEARS	
Suppliers:	5 YEARS	
F. Please quantify sales turnover product wise for the last 3 years as under:		
(a) Domestic	N/A	
(b) USA/Canada	N/A	
(c) OECD countries (Countries belonging to the Organisation for Economic Co-operation and Development viz. Austria, Belgium, Denmark, Finland, France, Germany, Great Britain, Greece, Iceland, Ireland, Italy, Japan, Luxemburg, Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland, Turkey Yugoslavia)	N/A	
(d) Other countries including non-OECD countries	N/A	

SECTION 4 – TURNOVER/CLAIMS

1.	Total Turnover :	
	Past Financial Year	176 Corers (F/y 2020-21)
	Current Financial year	205 Corers (F/y 2021-22)
	Estimate Coming Financial year	220 Corers (f/y 2022-23)

(Handwritten signature)

2. Please complete the undernoted section which relates to your claims record over the last 5 years (arising out of the business and where you may be legally liable) – DO NOT INCLUDE MOTOR INSURANCE CLAIMS

PUBLIC AND PRODUCT LIABILITY

Death, disease, illness or injury to other parties and loss or damage to their property and attendant financial loss

Year (last 5 years)	Description of loss	Paid Claims	Number	O/S Claims	Number

DECLARATION (in respect of all sections)

I/We declare that to the best of my/our knowledge and belief the above statements are true and complete and will form part of the contract between me/us and the Insurance Company.

Signature

Manmohan Aggarwal (AGM-Finance)
Name/Designation of Signatory

Date: 22/09/2022

PROHIBITION OF REBATES

Section 41 of the Insurance Act 1938 provides as follows:

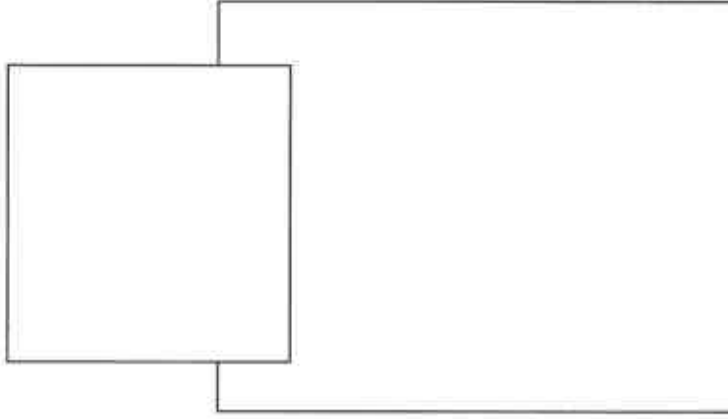
1. No person shall allow, or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy except, such rebate as may be allowed in accordance with the published Prospectus or Tables of the Insurer.
2. Any person making default with the provisions of this Section shall be punishable with fine which may extend to five hundred rupees.



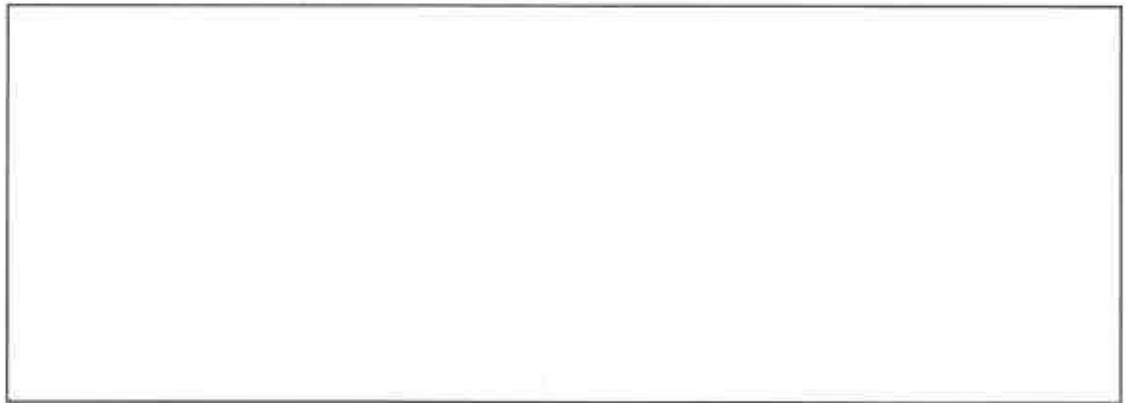
CONTRACT OF INSURANCE



INSURED NAME: INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY



Servicing Branch :
Policy Issuing Office :
Issuing Office GSTIN :
Corporate Office :
Policy No :
Unique Invoice No :
Tax Invoice Date :
SAC :
Intermediary Details :



Deed



POLICY SCHEDULE CUM TAX INVOICE



Item 1	Insured	INTERNATIONAL CENTRE FOR AUTOMOTIVE TECHNOLOGY	
	GSTIN	06AAATN7662F1ZI	
	Address	Plot No. 26 Sector-3	
		Imt Manasar, Gurgaon	
		121001	
		Kasan (129)	
		Pin Code	122051
	Place of Supply	<input type="text"/>	
Contact No	<input type="text"/>		
Email	<input type="text"/>		
Item 2	Business Description	Analytical Laboratories (Testing Validation and R&D Infrastructure for All Kind of Automobiles). Testing, Homologation, Certification, Validation and R&D for all kind of Automobiles.	
Item 3	Policy Period	17/10/2021- 16/10/2022	
Item 4	Co Insurance Details	NA	
Item 5	Limit of Liability	Cover	
		Limit of Liability	INR 100,000,000 per occurrence and in the aggregate
		General Aggregate Sub Limit	INR 100,000,000 per occurrence and in the aggregate
		Personal & Advertising Injury sub limit	INR 100,000,000 per occurrence and in the aggregate
		Medical Expenses Sub-Limit	INR 250,000 per person and INR 100,000,000 in the aggregate
Item 6	Deductibles	Deductibles (Not applicable for medical claims)	
		Premise and Associated Liabilities Domestic : INR 10,000 each and every loss. USA/Canada : INR 10,000 each and every loss. Rest Of World : INR 10,000 each and every loss.	
Item 7	Territorial Limits	Premises and Associated Liabilities - India Only	
Item 8	Jurisdiction	Premises and Associated Liabilities - Worldwide Including US/Canada	
Item 9	Turnover Details	Domestic	INR 2,050,000,000
		USA/Canada	NA
		OECD	NA
		Non-OECD	NA
Item 10	Policy Type	Occurrence Based - Right & Duty to defend	
Item 11	Retroactive Date	Not Applicable *14/10/2009 - For limit of indemnity INR 6,000,000 *14/10/2016 - For limit of indemnity INR 10,000,000 *14/10/2017 - For limit of indemnity INR 100,000,000	
		Premium Excluding Taxes: CESS (0%): GST	<input type="text"/>





Item 12	Premium	- SGST (0%): INR 0.00 - UGST (0%): INR 0.00 - CGST (0%): INR 0.00 - IGST (18%): INR ██████████ Total Premium / Invoice Value : INR ██████████
	GST Related Declarations	Whether GST is Payable on Reverse Charge Basis- No
Item 13	Other Terms and Conditions	<ol style="list-style-type: none"> 1. Sudden and accidental pollution extension - 72 Hours sub-limited to INR 100,000,000 in the aggregate 2. Act of God Perils 3. Additional Insured wherever required by contract 4. Care Custody Endorsement sub-limited to INR 25,000,000 in the aggregate 5. Carriage of Effluents Extension covered Upto10 6. Events & promotions sub-limited to INR 100,000,000 in the aggregate 7. Fire Damage sub-limited to INR 1,000,000 for each & every loss 8. Food And Beverages 9. Incidental Medical Malpractice sub-limited to INR 100,000,000 for each & every loss 10. IT Clarification Clause 11. Lift Liability Extension 12. Non Owned And Hired Automobile Liability sub-limited to INR 100,000,000 in the aggregate 13. Occurrence Made with Sunrise Clause - Right/Duty to Defend 14. Repairs And Renovation sub-limited to INR 10,000,000 in the aggregate 15. Sunset Clause - Occurrence Based 16. Terrorism Extension (Non-US) sub-limited to INR 100,000,000 in the aggregate 17. Transport Extension sub-limited to INR 100,000,000 per occurrence & INR 100,000,000 in aggregate 18. Undesignated Premises Extension within India Only 19. Waiver of Transfer of Rights wherever required by contract
		<ol style="list-style-type: none"> 1. Airlines, Aircraft and Airside operations of Airports including refuelling, control tower liability and construction and repair work within the Airport perimeter. 2. Aqua Sports, Hazardous Sports 3. Automobile Liability Exclusion 4. Aviation Exclusion 5. Communicable Disease Exclusion 6. Contractors engaged in wrecking, demolition, maintenance of dams and sub aqueous work 7. Cyber Exclusion CGL 8. Directors & Officers Exclusion 9. Electric, Gas & Water Utilities where Brownout/Blackout failure to supply is not excluded 10. EMF Exclusion 11. IT clarification clause





Item 14

Exclusions

12. Manufacturers and/or production and/or storage of fireworks, fuses, ammunitions, catridges and explosives
13. Manufacturing/Formulation activities in US/Canada
14. Mining Risks other than "Drift" and/or "Open-cast"
15. Ocean marine Liability including ship owner's liability
16. Offshore related risks - Oil Rigs and Oil Platforms
17. Ownership, operation or use of Aircraft and air cushioned vehicles including construction, repair or installation work on aircrafts
18. Ownership, operation or use of railways, tramways and chair lifts
19. Ownership, operation or use of Vessels including their navigation
20. Prior/pending litigation
21. Professional Liability
22. Public Liability of Indian Railways as Railway operator
23. Railways Exclusion
24. Underground and Underwater mines and collieries and all underground services in connection therewith, quarries, tunnelling





COMPREHENSIVE GENERAL LIABILITY

OCURRENCE BASED POLICY WORDINGS

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V –Definitions.

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 Section III – Limits Of Insurance; 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"; and

(2) The "bodily injury" or "property damage" occurs during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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 an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such 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

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

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

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, re-move, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

This exclusion 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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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

k. Damage To Your Product

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

i. 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, re-placement, 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. Personal And Advertising Injury

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

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

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 and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance ; and
- (2) Our right and duty to defend 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 "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions





This insurance does not apply to:

a. "Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of any insured;
- (5) 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;
- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section; or
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

b. 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".

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

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

- a. All expenses we incur.
- b. Up to \$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.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.





These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) 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 Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance. Our obligation to defend an insured's indemnitee and to pay for 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 and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or 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

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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 main-tain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the 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 be-cause of all "personal and 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 C
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

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 an 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.

b. If a claim is made or "suit" is brought against 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 "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:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

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

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.

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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.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

2. "Auto" means a land motor vehicle, trailer or semitrailer 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. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

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

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, 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 failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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





- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "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.
17. "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.
18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages 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.
19. "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.
20. "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.

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"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - b. The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

21. "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.





Endorsement

Sudden And Accidental Pollution Liability Endorsement

This Insurance does not cover any liability for :

1. Death or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for death or bodily injury or loss of physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening which takes place in its entirety at a specific time and place and was first evident to the Insured within 72 Hours of such commencement during the Policy period.
 2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening which takes place in its entirety at a specific time and place results in Personal Injury or Property Damage which ensues within 72 Hours of such happening during the Policy period.
 3. Fines, penalties, punitive or exemplary damage.
- This clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached, except in so far as detailed herein.

Act Of God

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy all claims arising from or attributable to Act of God perils causing Third party bodily injury and property damage within the named premises of the insured covered under this policy and for which the insured is held liable shall be admissible under the policy. The named perils under Act of God perils shall be as below :

Earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Additional Insured

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception Additional Insured as mentioned in Item No.13 stands covered under the policy but only with respect to any liabilities (for which this insurance applies) arising from the business activities covered under this policy and conducted for this additional insured or on their behalf by the named insured

It is also declared and agreed that each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability not exceeding the limits of indemnity stated in the Schedule of the Policy

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Goods Kept In Care, Control & Custody

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to include your legal liability for loss/damage to property of residents/bonafide guests whilst they are under your care, control and custody in the premises referred to in the Schedule subject to limit of indemnity not exceeding the amount mentioned against Item No.13 of the schedule which shall form part of the overall limit of indemnity as mentioned in Item No. 5 of the Schedule of the policy.

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of loss or damage to valuables of residents/bonafide guests unless they are kept in the strong room/cloak room maintained by you for safe keeping and you maintain proper records showing the items deposited therein by each resident/bonafide guest. In no case the policy covers loss of monies, securities, documents (including credit cards) and plans.

Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Carriage of Effluents (Outside The Premises) Extension

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to include legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accident directly caused by treated effluents whilst being carried by pipe lines outside the premises insured upto the distance as mentioned in Item No 13 and claims made during the policy period.

Quint





It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution risk, howsoever caused, unless specifically covered by attaching an appropriate clause.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with. Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Events And Promotional Activities

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the insurance under this policy shall extend to include your legal liability for death and/or bodily injury and/or loss of or damage to or loss of use of property arising out of events and promotional activities managed, organized and handled by the Insured subject to limit of indemnity not exceeding the amount mentioned against Item No.13 in the schedule and which shall form part of the overall limit as mentioned in Item No.5 of the schedule of the policy.

Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Fire Damage

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy, **We** will pay expenses as described below for **property damage** caused by a **Fire** 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 is reported during the Period of Insurance;
 - (2) The expenses are incurred and reported to Us within thirty days of the date of the accident;
- and
- (3) The injured person submits to examination, at Our expense, by physicians of Our choice as often as We reasonably require

subject to limit of indemnity not exceeding the amount mentioned against Item No.13 of the schedule which shall form part of the overall limit of indemnity as mentioned in Item No. 5 of the Schedule of the policy.

We will make these payments regardless of fault. These payments will however not include the following expenses for damage to any property :

- a. of any Insured.
- b. of a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- c. of a person injured on that part of premises You own or rent that the person normally occupies.
- d. to any property whose value immediately prior to loss was not in proportion
- e. to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travellers cheques and business documents
- 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, invasion, act of foreign enemy, civil commotion, factional civil commotion, terrorism, military or usurped power, rebellion or revolution.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Food & Beverage Endorsement

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the insurance under this policy shall extend to include your legal liability for death and/or bodily injury and/or loss of or damage to or loss of use of property arising out of poisoning by foreign or deleterious matter in food, beverages and/or any other edible items supplied by you, provided always that you shall take every possible precaution to prevent supply of any food/beverages/edible items which are not in good condition or free from contamination or fit for human consumption subject to limit of indemnity not exceeding the amount mentioned against Item No.13 in the schedule and which shall form part of the overall limit as mentioned in Item No.5 of the schedule of the policy.

Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Incidental Medical Malpractice





Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy, the policy extends to cover any liability arising out of First-aid or any other medical facilities rendered to any Third party by the insured subject to the insured's own business not primarily be offering such or likewise Medical services subject to limit of indemnity not exceeding the amount mentioned against Item No.13 of the schedule which shall form part of the overall limit of indemnity as mentioned in Item No. 5 of the Schedule of the policy.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Information Technology Clarification Clause

Property damage covered under this Agreement shall mean physical damage to the Substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure, and any business interruption, losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- Loss or damage resulting from impairment in the function, availability, range of use of accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Lift Liability Extension

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to include your legal liability for death or bodily injury or loss of or damage to or loss of use of property arising out of accidents caused by the use of lifts subject to the conditions that:

- i) the premises/places are kept in state of good repair/maintenance.
- ii) properly trained personnel take care of operation of such facilities
- iii) the materials used are proper and free of defects

subject to limit of indemnity not exceeding the amount mentioned against Item No.13 of the schedule which shall form part of the overall limit of indemnity as mentioned in Item No. 5 of the Schedule of the policy.

Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Medical Payments

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy, **We** will pay 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 is reported during the Period of Insurance;
 - (2) The expenses are incurred and reported to Us within thirty days of the date of the accident;
- and
- (3) The injured person submits to examination, at Our expense, by physicians of Our choice as often as We reasonably require

subject to limit of indemnity not exceeding the amount mentioned against Item No.22 of the schedule which shall form part of the overall limit of indemnity as mentioned in Item No. 15 of the Schedule of the policy.

We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- a. First aid administered at the time of an accident;
- b. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- c. Necessary ambulance, hospital, professional nursing and funeral services.





We will not pay expenses for bodily injury:

- To any Insured.
- To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- To a person injured on that part of premises You own or rent that the person normally occupies.
- 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.
- To a person injured while taking part in athletics.
- Included within the products-completed operations hazard.
- Excluded under Coverage A.
- Due to war, whether or not declared, or any act or condition incident to war. War includes civil war,

insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, terrorism, military or usurped power, rebellion or revolution.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Non Owned & Hired Automobile Liability

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy claims arising out of Non Owned & Hired Automobile as detailed below are covered under the policy subject to limit of indemnity not exceeding the amount mentioned against Item No.13 of the schedule which shall form part of the overall limit of indemnity as mentioned in Item No. 5 of the Schedule of the policy.

Subject to all the terms and conditions of this Insurance, we will pay damages that the insured becomes legally obligated to pay by reason of liability imposed by law for bodily injury or property damage caused by an occurrence to which this coverage applies and arising out of the ownership, maintenance or use, including loading and unloading, of any hired motor vehicle or non- owned motor vehicle.

This coverage applies only to such bodily injury or property damage that occurs during the policy period. Damages for bodily injury Include damages claimed by a person or

organisation for care, loss of services or death resulting at any time from the bodily Injury.

- Our obligations hereunder end when we have used up the applicable Limits Of Insurance.
- Other than as provided under the Investigation, Defence And Settlements and Supplementary Payments sections of this insurance contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.
- In those jurisdictions having laws providing for direct action against insurers, if a claim or suit is brought directly against us, we shall defend such claim or suit and the insured shall reimburse us up to the Deductible shown in the Hired Or Non-Owned Motor Vehicle Schedule as if such claim or suit were brought against the insured.
- With respect to a hired motor vehicle or a non-owned motor vehicle, this insurance shall be excess insurance over any other valid and collectible insurance available to the Insured.
- It is a condition precedent to liability that a Comprehensive Motor Insurance Policy (including cover for passenger liability) is in force at the time of the loss and the coverage provided by this extension is in excess of coverage under the motor insurance policy. This will only be in case where as per the territory law a TP Motor Liability is mandatory, in this particular case this extension will act as a secondary layer. In all other cases standard excess will apply and policy with respond to the claim.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Occurrence Made with Sunrise Clause - Right/Duty to Defend

- *14/10/2009 - For limit of indemnity INR 6,000,000
- *14/10/2016 - For limit of indemnity INR 10,000,000
- *14/10/2017 - For limit of indemnity INR 100,000,000

Repairs & Renovation

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to include your legal liability for loss/damage to property of Third parties or bodily injury to third parties arising out of any repair projects undertaken by you for renovation of existing property / interior alteration / new addition to existing building / repair / refurbishment.

The above shall however be subject to following :

1. The property on which repair projects are undertaken by you should be your own property or property in your care, Custody or control and being used by you in conduct of your business activities as mentioned in the schedule of the policy
2. The area undergoing renovation / interior alteration / new addition should be cordoned off for anyone not authorized or participating in such process.
3. The cover shall be in excess of any CAR/EAR policy taken by the client for such purpose
4. Limit of indemnity not exceeding the amount mentioned against this extension in the schedule which in turn shall form part of the overall limit of indemnity as mentioned in Item No. 13 of the Schedule of the policy





Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Sunset Clause – Occurrence Based

It is a condition precedent to the insurer's liability hereunder that:

Any accident and/or occurrence covered hereunder arising from a policy issued on losses occurring basis, shall be notified with full particulars, by the Insured to the Insurer within 48 months from the expiration or termination date of this contract.

No liability shall attach hereunder for any accident and/or occurrence not so notified in accordance with the preceding paragraph.

Terrorism Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy any third party bodily injury or property damage for which Insured becomes legally liable to pay damages, arising out of any act of terrorism, stand covered under the policy

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

However, this Endorsement does not cover loss of or damage caused by :

- (A) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - I. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
 - II. Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same.
 - III. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism.

(B) Loss or damage, cost or expenses 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 action taken in respect of any act of terrorism.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured. The limit of coverage under this endorsement shall be part of and not in addition to the Limit of Liability

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Transportation Extension

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accident directly caused by materials/dangerous or hazardous substances as per list submitted to the company whilst being transported by rail/road/pipeline and claims made during the policy period subject to limit of indemnity not exceeding the amount mentioned against Item No.13 of the schedule which shall form part of the overall limit of indemnity as mentioned in Item No. 5 of the Schedule of the policy.

It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution risk, howsoever caused unless specifically covered by attaching an appropriate clause.

Provided always that the statutory provisions as may be in force from time to time for carriage of dangerous/hazardous substances are complied with.

Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Undesignated Premises

1. Cover includes all Manufacturing units, Godowns, Offices and other sites within India from where the proposer currently conducts his business from and any new location from where he starts transacting business (as stated in schedule) from during the year. No requirement for compulsorily





declaring such new locations in the policy during the cover period.

2. Any location outside India needs to be specifically declared. The policy will act grounds up for Non Admitted markets. For Admitted markets, policy will act in excess of local policy limit or USD 1 Million, whichever is higher.

Waiver of Transfer of Rights

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that w.e.f. inception the insurers hereby waive Transfer of Rights of Recovery Against Others to Us (subrogation) against the *Client and its parent, directors and employees, co-ventures, but only to the extent and scope of liability assumed Contract with the *Client, as detailed below:



"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" The above shall however continue to apply in the following cases:

- 1. Cross Liability Cases (Insured vs. insured)
- 2. For recovery of Defense cost paid by Us in cases where the final outcome is decided against the insured by Court, tribunal or any other final adjudication or by admission
- 3. Any criminal act, breach of law
- 4. Any civil fines or penalties, exemplary damages

*Client's name to be specifically provided. The coverage is subject to: 1. only when it is a requirement of the written contract 2. prior approval obtained by the Underwriter Except as otherwise provided in this endorsement, all terms, provisions and conditions of this Certificate shall have full force and effect.

Airlines, Aircraft and Airside operations of Airports including refuelling, control tower liability and construction and repair work within the Airport perimeter

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Airlines, Aircraft and Airside operations of Airports including refuelling, control tower liability and construction and repair work within the Airport perimeter.

For the purpose of this exclusion "airside" refers to area on the tarmac next to the aircrafts and the "runways" where the aircraft ply

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Aqua Sports and Hazardous Sports Exclusion

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of engagement of third party in any aqua sport or hazardous sports including but not limited to Rafting, Bungy Jumping, Para Gliding, Hot Air Balloon, Zip lines and the likes

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Automobile Liability Exclusion

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Owned Automobile Liability, covered under Motor Insurance as per Motor Vehicles Act 1988 in India or equivalent in any other jurisdiction.

Jurisdictions wherein such an Act does not exist, the policy will exclude any loss or claim arising out of, based upon or attributable to any Owned Automobile Liability.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Airlines Exclusion

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy any claim arising out of Airlines, Aircraft and Airside operations of airports, including refueling , control tower liability and construction and repair work within the airport perimeter

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Communicable Disease Exclusion Clause:

1. Notwithstanding any provision, clause or term to the contrary, this policy excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and

1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable





disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited to an illness, sickness, condition or an interruption or disorder of bodily functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this policy.

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this policy that is affected by such Communicable Disease.

5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this policy (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this contract by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this policy that would otherwise be excluded through the exclusion set forth in this clause.

6. If the Insurer alleges that by reason of this clause, any amount is not covered by this policy, the burden of proving the contrary shall rest with the Insured.

Contractors Engaged In Wrecking, Demolition, Maintenance of Dams and Sub Aqueous Work

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Contractors engaged in wrecking, demolition, maintenance of dams and sub aqueous work

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Cyber Exclusion CGL

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Cyber risk.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Director's and Officer's Liability Exclusion

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, the Insurer shall not cover loss in connection with any Claim under the policy arising out of, based upon or attributable to any Claim made against the Insured in their capacity as a director, officer, trustee or partner of the Insured in respect of the performance or non- performance of their duties as a director, officer, trustee or partner of the Insured

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Electric, Gas & Water Utilities where Brownout/Blackout failure to supply is not excluded

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Brownout/Blackout failure to supply





Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Electro Magnetic Fields (EMF) Exclusion

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to any Electro Magnetic Fields (EMF) liability

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Information Technology Clarification Clause

Property damage covered under this Agreement shall mean physical damage to the Substance of property

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure, and any business interruption, losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Manufacturers and/or Production and/or Storage of Fireworks, Fuses, Ammunitions, cartridges and explosives

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to manufacturing and/or production and/or storage of fireworks, fuses, ammunitions, cartridges and explosives

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Manufacturing Utility in USA/Canada Exclusion

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to any manufacturing utilities in USA/Canada

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Mining Risks other than "Drift" and/or "Open-cast"

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Mining Risks other than "Drift" and/or "Open-cast"

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Ocean marine Liability Including Ship owner's Liability

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Ocean Marine Liability including ship owner's liability

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Offshore Liability

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising from Offshore related risk unless incidental whilst indemnification based on "Jones Act". For the purpose of this exclusion – offshore risk means oil risks and oil exploration platforms

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Ownership, Operation or Use of Aircraft and Air Cushioned Vehicles Including Construction, Repair or Installation Work on Aircrafts

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Ownership, operation or use of Aircraft and air cushioned vehicles including construction, repair or installation work on aircrafts

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Ownership, Operation or Use of Railways, Tramways and Chair Lifts

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Ownership, operation or use of railways, tramways and chair lifts

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Ownership, Operation or Use of Vessels Including Their Navigation





Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Ownership, operation or use of Vessels including their navigation

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Prior and Pending Litigation Date Exclusion

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to the *Company* or any person insured under this policy for prior and pending litigations

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Professional Indemnity Exclusion

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to the Company or any person insured under this policy carrying out, or failing to carry out, professional services

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Public Liability of Indian Railways as Railway operator

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Public Liability of Indian Railways as Railway operator

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Liability of Railways

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising directly from Liability of Railways.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Underground and Underwater Mines and Collieries and All Underground Services in Connection therewith, Quarries, Tunneling

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Underground and Underwater mines and collieries and all underground services in connection therewith, quarries, tunneling

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

RIGHT & DUTY TO DEFEND

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy, the cover is on Right & Duty to Defend basis and shall replace the coverage from right to defend as appearing in :

- (a) the Insuring Agreements of Sub-Section A, B and C of Section I - Coverages and
- (b) Supplementary Coverages to Sub-Section A and B of the Section I – Coverages in the policy wording attached with this policy

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.



