

CONTRACT OF INSURANCE

INSURED NAME: TECHNOCRAFT INDUSTRIES INDIA LIMITED.



INSURER: IFFCO TOKIO General Insurance Company Limited

Policy Type - Comprehensive General Liability

Policy Period - (07/04/2023 to 06/04/2024)

Servicing Branch : Mumbai Commercial SBU
Policy Issuing Office : IFFCO TOKIO GEN INSU. CO. LTD. IFFCO Bhavan,5th Floor, 181 Waterfield road, Nr. National College, BANDRA , MAHARASHTR - 400050
Issuing Office GSTIN : 27AAACI7573H1ZC
Corporate Office : IFFCO TOKIO GEN INSU. CO. LTD.4th - 5th Floor, IFFCO TowersPlot No 3, Sector 29, GURGAON (HARYANA) - 122001
Policy No : 41079601
Unique Invoice No : 41079601
Tax Invoice Date : 29/05/2023
SAC : 997139
Intermediary Details : PRUDENT INSURANCE BROKERS PVT

POLICY SCHEDULE CUM TAX INVOICE

Item 1	Insured	TECHNOCRAFT INDUSTRIES INDIA LIMITED.	
	GSTIN	27AAACT2724P1Z1	
	Address	Technocraft House, A-25,	
		Road Number 3, Midc Industrial	
		Estate	
		Andheri (east), Mumbai	
		Greater Mumbai (m Corp.) Part	
		India	
		Pin Code	400093
Place of Supply	MAHARASHTRA		
Contact No	*****142		
Email	sh*****@iffcotokio.co.in		
Item 2	Business Description	Manufacturer of Pipe/ tubes, Drum closures, Scaffoldings, Scaffolding fittings & Accessories, Fabric & Yarn, Sheet metal & engineering products, Forged & Cast product, Plastic products, Rubber product & Garments, Software, Staging & formwork systems for building and infrastructure, Steel bars supplied for Transmission Towers	
Item 3	Policy Period	07/04/2023- 06/04/2024	
Item 4	Co Insurance Details	NA	
Item 5	Limit of Liability	Cover	
		Limit of Liability	INR 850,000,000 per occurrence and in the aggregate
		General Aggregate Sub Limit	INR 850,000,000 per occurrence and in the aggregate
		Product & Completed operations sub limit	INR 850,000,000 per occurrence and in the aggregate
		Personal & Advertising Injury sub limit	INR 850,000,000 per occurrence and in the aggregate
		Medical Expenses Sub-Limit	INR 100,000 per person and INR 850,000,000 in the aggregate
		Product Recall Expenses Sub-Limit	INR 80,000,000 per occurrence and INR 80,000,000 in the aggregate
		Financial Loss Sub-Limit	INR 80,000,000 per occurrence and INR 80,000,000 in the aggregate
Item 6	Deductibles	Deductibles (Not applicable for medical claims)	
		Premise and Associated Liabilities	
		Domestic : INR 200,000 each and every loss. USA/Canada : INR 200,000 each and every loss. Rest Of World : INR 200,000 each and every loss.	
		Product and Associated Liabilities	
		Domestic : INR 1,000,000 each and every loss. USA/Canada : INR 1,000,000 each and every loss. Rest Of World : INR 1,000,000 each and every loss.	
		Product Recall	
Domestic : INR 2,000,000 each and every loss. USA/Canada : INR 2,000,000 each and every loss. Rest Of World : INR 2,000,000 each and every loss.			
Financial Loss			
Domestic : INR 2,000,000 each and every loss.			

		USA/Canada : INR 2,000,000 each and every loss. Rest Of World : INR 2,000,000 each and every loss. Scaffolding Domestic : INR 2,000,000 each and every loss. USA/Canada : INR 2,000,000 each and every loss. Rest Of World : INR 2,000,000 each and every loss.	
Item 7	Territorial Limits	Premises and Associated Liabilities - Worldwide Including US/Canada Product and Associated Liabilities – Worldwide Including US/Canada	
Item 8	Jurisdiction	Premises and Associated Liabilities - Worldwide Including US/Canada Product and Associated Liabilities – Worldwide Including US/Canada	
Item 9	Turnover Details	Domestic	INR 5,859,400,000
		USA/Canada	INR 5,167,700,000
		OECD	INR 2,276,900,000
		Non-OECD	INR 2,357,200,000
Item 10	Policy Type	Claims Made - Right to defend	
Item 11	Retroactive Date	07/04/22, .	
Item 12	Premium	Premium Excluding Taxes: INR 1,915,000.00 CESS (0%): INR 0.00 GST - SGST (9%): INR 172,350.00 - UGST (0%): INR 0.00 - CGST (9%): INR 172,350.00 - IGST (0%): INR 0.00 Total Premium / Invoice Value : INR 2,259,700.00	
	GST Related Declarations	Whether GST is Payable on Reverse Charge Basis- No We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.	
		<ol style="list-style-type: none"> 1. Sudden and accidental pollution extension - 72 Hours sub-limited to INR 50,000,000 in the aggregate 2. Act of God Perils 3. Additional Insured wherever required by contract 4. Automatic Acquisition sub-limited to 15% of AOA in the aggregate 5. Batch Clause 6. Car Park Liability sub-limited to INR 30,000,000 in the aggregate 7. Care Custody Endorsement sub-limited to INR 30,000,000 in the aggregate 8. Carriage of Effluents Extension covered Upto20 9. Claim Series Endorsement 10. Contractor Sub Contractor Extension sub-limited to INR 850,000,000 in the aggregate 11. Cover for Events, Exhibitions, Promotions, Seminars, Training anywhere in India Cover for liability out of projects undertaken by the insured for renovation of existing property / interior alteration / new addition to existing building/ repair / refurbishment include renovation, interior alterations, new addition, to existing building, repairs and refurbishment subject to the area being cordoned off for anyone not authorized or participating in such process. The cover shall also be in excess of any CAR/EAR policy taken by the client for such purpose 13. Cross Liability 14. Designated Premises Endorsement Designated Premises Endorsement -Manufacturing Locations/Offices/Warehouses in India&#59; 1 	

<p>Item 13</p>	<p>Other Terms and Conditions</p>	<ol style="list-style-type: none"> 15. Manufacturing Unit in China &#59; Sales Offices/Warehouses in UK, Germany, Poland, Hungary, Australia, USA & New Zealand – Complete Addresses to be provided 16. Designated Products -1. Scaffolding and Form Work 2.Cotton Yarn and Garments 3.Drum closure - Flange, Plugs, Clamps, Capseals, Nylon Plugs 17. Extended Reporting Period - 90 Days 18. Financial Loss Sub-Limit sub-limited to INR 80,000,000 per occurrence & INR 80,000,000 in aggregate 19. Fire Damage sub-limited to INR 1,000,000 for each & every loss 20. Food And Beverages 21. Incidental Medical Malpractise sub-limited to INR 10,000,000 for each & every loss 22. Knowledge Of Occurrence 23. Lift Liability Extension 24. Non Owned And Hired Automobile Liability sub-limited to INR 50,000,000 in the aggregate 25. Product Recall Expenses and Financial Loss limits are shared 26. Product Recall Expenses Sub-Limit sub-limited to INR 80,000,000 per occurrence & INR 80,000,000 in aggregate 27. Territory and Jurisdiction to be Worldwide excluding US/Canada for following extensions: 1) 72 Hours Sudden and Accidental Pollution 2) Carriage of Effluents 28. Terrorism Extension (Non-US) sub-limited to INR 100,000,000 in the aggregate 29. This policy covers domiciled operations, Grounds up in India. In other geographies the policy will operate in excess of statutory/mandatory limits as per law. If there is no mandatory policy, excess for these claims will be USD 1 Mn EEL . 30. This policy is being issued on non admitted basis and it is the responsibility of the insured to ensure compliance with requirements of any local mandatory/statutory policy as per law 31. Transport Extension sub-limited to INR 100,000,000 per occurrence & INR 100,000,000 in aggregate 32. Travel of Executives (Non Manual) Extension 33. Unnamed Vendors Extension 34. Valet Parking sub-limited to INR 30,000,000 in the aggregate 35. Waiver of Transfer of Rights wherever required by contract
<p>Item 14</p>	<p>Exclusions</p>	<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. Auto cover for New products exclusion 4. Automobile Liability Exclusion 5. Aviation Exclusion 6. Aviation Products 7. Brownout/Blackout/Failure to Supply 8. Cranes, Lifts, hoists and mechanical excavators when sold in USA/Canada 9. Cyber Exclusion CGL 10. Directors & Officers Exclusion 11. EMF Exclusion 12. IT clarification clause 13. Manufacturing/Formulation activities in US/Canada 14. Mold Exclusion 15. Offshore related risks - Oil Rigs and Oil Platforms

16. Ownership, operation or use of Aircraft and air cushioned vehicles including construction, repair or installation work on aircrafts
17. Ownership, operation or use of railways, tramways and chair lifts
18. Ownership, operation or use of Vessels including their navigation
19. Patent & Trade Secret Infringement exclusion
20. Prior/pending litigation
21. Product Inefficacy
Product Liability in respect of manufacturers of aircraft and the following aircraft components:
22. structure, driving equipment landing gear, under-structure, electronic equipemnt, and technical instruments
23. Products Manufactures/Formulated in US/Canada
24. Products sold prior to retroactive date will not be covered
25. Professional Liability
26. Specific Exclusions of Recall

Disclaimer:

The issuance of this Insurance Policy is subject to satisfactory verification of KYC documentation of the Client/ Policyholder as per IRDAI Master Circular dated 1st August 2022 on AML/ CFT. In case, if any discrepancy is found in KYC Verification of the Client/ Policyholder, it is agreed by the Client/ Policyholder to complete/ rectify the discrepancy found in the KYC documents/information for the generation of CKYC Number, failing which the policy will be considered ineffective/suspended/ cancelled and no claim will be payable under this Insurance Policy.

Toll Free: 1-800-103-5499; SMS "claim" to 56161

SAC Code: 9971

Regd. Office: IFFCO SADAN, C1 Distt Centre, Saket, New Delhi -110017

Corporate Identification Number (CIN) U74899DL2000PLC107621, IRDA Reg. No. 106

Consolidated Stamp Duty Deposited as per the order of Government of National Capital Territory of Delhi

For IFFCO-Tokio General Insurance Company Limited



Authorised Signatory

Regd. Office : IFFCO Sadan
C-1 Dist, Centre, Saket,
New Delhi-110017

CIN: U74899DL2000PLC107621

Comprehensive General Liability - Policy Wordings

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

Throughout this Policy, the words You/ Your refer to the named Insured shown in the Schedule, and any other person or organization qualifying as Insured under this Policy. The words We/Us/Our/Company refer to IFFCO-TOKIO General Insurance Co. Ltd.

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

Other words and phrases that appear in bold type have special meaning. Refer to Section V - Definitions.

Whereas You have made to Us a Proposal, which is hereby agreed to be the basis of this Policy and have paid to Us the premium specified in the Schedule.

NOW We agree, subject always to the following terms, exclusions, limitations and conditions to indemnify You, subject to the Limit of Indemnity, against such loss as is herein provided.

This Policy provides Claims Made coverage. Except as otherwise provided, such coverage applies only to claims first made against the Insured during the Policy Period.

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 liable to pay as damages because of bodily injury or property damage to which this insurance applies. We will have the right 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 event and settle any claim or suit that may result. Provided that:

- (1) The amount We will pay for damages is limited as described in Section III - Limits Of Insurance and the Schedule.
- (2) Our right to defend ends when We have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- (3) Our right to defend applies only in those countries in the coverage territory where the laws of the territory permit Us to defend. In those countries in the coverage territory where the laws of the territory do not permit Us to defend, We will reimburse You for Your defence costs, subject to Our prior authorization in writing.

No other liability to pay sums or perform acts or services is covered, unless explicitly provided for under Supplementary Payments - Coverages A and B.

B. This insurance applies to bodily injury and property damage only if:

- (1) The bodily injury or property damage is caused by an event that takes place in the coverage territory;
- (2) The bodily injury or property damage is reported during the Policy Period; and
- (3) Any claim or suit is made or brought in the coverage territory specified in the Schedule.

C. This Insurance covers damages because of bodily injury including 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 which the Insured is liable to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

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

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 liability of the Insured under a workmen's compensation, disability benefits or unemployment compensation law or any similar law.

E. Employer's Liability

Bodily injury to:

- (1) An employee of the Insured arising out of and in the course of:
 - (a) Employment by the Insured; or
 - (b) Performing duties related to the conduct of the Insured's business; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (1) above. This exclusion applies:
 - (a) Whether the Insured may be liable as an employer or in any other capacity; and
 - (b) To any liability to share damages with or repay someone else who must pay damages because of the injury. 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 or never was owned or occupied by, or rented or loaned to any Insured, other than that additional Insured; or
- (iii) Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire;

(b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom You may be legally responsible; or

(d) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Insured, contractor or subcontractor;
- (ii) Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by You or on Your behalf by a contractor or subcontractor; or
- (iii) Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire.

(e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

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

- (a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain,

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

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

G. Aircraft, Auto or Watercraft

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

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

J. Damage To Property

Property damage to:

- (1) Property You own, rent, or occupy;
- (2) Premises You sell, give away or abandon, if the property damage arises out of any part of those premises;
- (3) Property loaned to You;
- (4) Personal property in the care, custody or control of the Insured;
- (5) That particular part of real property on which You or any contractors or subcontractors working directly or indirectly on Your behalf are performing operations, if the property damage arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because Your work was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are Your work and were never occupied, rented or held for rental by You. Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

K. Damage To Your Product

Property damage to Your Product arising out of it or any part of it.

L. Damage To Your Work

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

M. Damage to Impaired Property Or Property Not Physically Injured

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

- (1) A defect, deficiency, inadequacy or dangerous condition in Your Product or Your Work; or
- (2) A delay or failure by You or anyone acting on Your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to Your Product or Your Work after it has been put to its intended use.

N. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by You or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) Your Product
- (2) Your Work or
- (3) Impaired property

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

O. Employment-Related Practices

Bodily injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of bodily injury to that person at whom any of the employment related practices describe in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

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

P. Personal and advertising injury

Bodily injury arising out of personal and advertising injury.

Q. Asbestos

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

R. Nuclear

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

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

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

A. We will pay those sums that the Insured becomes legally liable to pay as damages because of personal and advertising injury to which this insurance applies. We will have the right 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. Provided that:

- (1) The amount We will pay for damages is limited as described in Section III - Limits Of Insurance and the Schedule.
- (2) Our right to defend will end when We have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- (3) Our right to defend applies only in those countries in the coverage territory where the laws of the territory permit Us to defend. In those countries in the coverage territory where the laws of the territory do not permit Us to defend, We will reimburse You for Your defence costs, subject to Our prior authorization in writing.

No other obligation or liability to pay sums or perform acts or services is covered, unless explicitly provided for under Supplementary Payments - Coverages A and B.

B. This insurance applies to personal and advertising injury caused by an offence arising out of Your business, but only if the offence was committed in the coverage territory and reported during the Period of Insurance. Any claim or suit must be made or brought in the coverage territory specified in the Schedule.

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 Period of Insurance;
- (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;
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time;
- (11) Arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the Insured to indemnify any party because of damages arising out of the manufacture

of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust; or (12) 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.

(13) And:

A. To a person arising out of any:

- (i) Refusal to employ that person;
- (ii) Termination of that person's employment; or
- (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

B. The spouse, child, parent, brother or sister of that person as a consequence of bodily injury to that person at whom any of the employment related practices describe in paragraphs (i), (ii) or (iii) above is directed.

This Exclusion (13) applies whether the Insured may be liable as an employer or in any other capacity; and to any liability to share damages with or repay someone else who must pay damages because of the injury

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 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

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, invasion, act of foreign enemy, civil commotion, factional civil commotion, terrorism, military or usurped power, 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. INR equivalent of USD\$ 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 upto INR equivalent of USD\$ 250 to release attachments. We do not have furnish these bonds.
- D. All reasonable expenses incurred by the Insured at Our request to assist Us in the investigation or defence of the claim or suit.
- E. All costs assessed or taxed against the Insured in the suit.
- F. All interest on the full amount of any judgment that accrues after entry of the judgment and before We have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance.

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 event 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 defence of that indemnitee against such suit and agree that We can assign the same counsel to defend the Insured and the indemnitee; and
- F. The indemnitee:

(1) Agrees in writing to:

- (a) Co-operate with Us in the investigation, settlement or defence of the suit;
- (b) Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the suit;
- (c) Notify any other Insurer whose coverage is available to the indemnitee; and
- (d) Co-operate with Us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides Us with written authorization to:

- (a) Obtain records and other information related to the suit; and
- (b) Conduct and control the defence of the indemnitee in such suit.

So long as the above conditions are met, legal fees incurred by Us in the defence of that indemnitee, necessary litigation expenses incurred by Us and necessary litigation expenses incurred by the indemnitee at Our request will be paid 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 reduce the limits of insurance.

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

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

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. An organization other than a partnership, or a joint venture You are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as Your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders, with respect to the conduct of Your business.

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, or joint venture), 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), or to a co-employee while that co-employee is either in the course of his or her employment or while performing duties related to the conduct of Your business;
- (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of Paragraph (1)(a) above;
- (c) For which there is any liability to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) Property damage to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by You, any of Your employees, any partner or member (if You are a partnership or joint venture), or any member; Any person (other than Your employee) or any organization while acting as Your real estate manager.
- (c) Any person or organization having proper temporary custody of Your property if You die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until Your legal representative has been appointed.

(d) Your legal representative if You die, but only with respect to duties as such. That representative will have all Your rights and duties under this Coverage Part.

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

- (a) Bodily injury to a co-employee of the person driving the equipment; or
- (b) Property damage to property owned by, rented to, in the charge of or occupied by You or the employer of any person who is an Insured under this provision.

(4) Any organization You newly acquire or form, other than a partnership, or joint venture, and over which You maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

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

SECTION III - LIMITS OF INSURANCE

1. Any One Accident (AOA) Limit: The Any One Accident Limit as shown in the Schedule is the maximum We will pay for the sum of damages under any Coverage Section because of all bodily injury and property damage arising out of any one event.

2. Any One Year (AOY) Limit: The Any One Year Limit as shown in the Schedule is the maximum We will pay during the Policy Period regardless of the number of: a. Insureds; b. Claims made or suits brought; or c. Persons or organizations making claims or bringing suits. This shall include any sub-limits as shown in the Schedule.

3. Subject to the AOA and AOY limits in the Schedule, the General Aggregate Limit is the maximum We will pay for the sum of Damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and

4. Subject to the AOA and AOY limits in the Schedule, the Products-Completed Operations Limit is the maximum We will pay under Coverage A for damages because of bodily injury and property damage included in the products-completed operations hazard.

5. The Personal and Advertising Injury Limit as shown in the Schedule is the maximum We will pay under Coverage B for the sum of all damages because of all personal and advertising injury sustained by any one person or organization.

6. The Medical Expense Limit is the maximum We will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person.

SECTION IV - COMPREHENSIVE 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 Accident, Offence, Claim Or Suit

A. You must see to it that We are notified as soon as practicable of an event or offence which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the event or offence 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 event or offence. Notice of an event or offence is not notice of a claim.

B. If a claim is received by any Insured, You must:

- (1) Immediately record the specifics of the claim (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 as soon as practicable.

C. You and any other involved Insured must:

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

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

3. Legal Action Against Us

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

A. To join Us as a party or otherwise bring Us into a suit asking for damages from an Insured; or

B. To sue Us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Contribution

If at the time of happening of any event resulting into a liability covered by this Policy, there shall be existing any other Liability Insurance of any nature covering the same liability, whether effected by You or not, then We will pay only rateable proportion of claim.

5. 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.

6. 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.

7. Cancellation

A. We may cancel this Policy by giving 30 days written notice of such cancellation to the last known address of the Insured and in such event We will return a pro-rata portion of the premium for the unexpired Policy Period.

B. This Policy may also be cancelled by You by giving 30 days written notice to Us in which event We will retain premium at the customary short period scale, provided that there has been no Claim under the Policy during the Policy Period, in which case no refund of premium shall be allowed.

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

8. Changes

This Policy contains all the agreements between You and Us concerning the insurance afforded. This Policy's terms can be amended or waived only by Endorsement issued by Us and made a part of this Policy. The Endorsements shall only be considered if requested by the Insured as mentioned in the Schedule.

9. Examination of Your Books and Records

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

10. Premiums

The Insured shown in the Declarations:

A. is responsible for the payment of all premiums; and

B. will be the payee for any return premiums We pay.

11. Transfer of Your Rights and Duties Under This Policy

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

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

12. Governing Law

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

13. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996

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

It is understood, however, that the Insured shall have the right at all times during currency of the Policy to communicate only with the leading or issuing office in all matters pertaining to this insurance.

14. Protection of Policy Holder's Interest

In the event of a claim, if the same is found admissible under the Policy, We shall make an offer of settlement or convey the rejection of the claim within 30 days of receipt of all relevant documents and Investigation/ Assessment Report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7 days of Your acceptance of Our offer. In case of delay in payment, We shall be liable to pay interest at a rate which is 2.0% (two percent) above the Bank rate prevalent at the beginning of financial year in which the claim is received by Us.

15. Extended Claim Reporting Clause

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

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 the territory as described in the Schedule, where Insured's operation on Event can take place.
5. **Defence Cost** means costs, fees and expenses reasonably and necessarily incurred with the Company's prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any investigation, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy, whether liability ultimately attaches to the Policy or not. Defense Costs shall not include either the Company's or the Insured's general overhead, the salary and employee benefits of any of the Company's or the Insured's employees, nor the fees of any attorney who is the Company's or the Insured's employee or under the Company's or the Insured's permanent retainer. Defense Costs will be included in the deductible.
6. **Employee** includes a leased worker. Employee does not include a temporary worker.
7. **Executive officer** means a person holding any of the officer positions created by Your charter, constitution, by-laws or any other similar governing document.
8. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
9. **Impaired property** means tangible property, other than Your Product or Your Work, that cannot be used or is less useful because:
 - A. It incorporates Your Product or Your Work that is known or thought to be defective, deficient, inadequate or dangerous; or
 - B. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - (1) The repair, replacement, adjustment or removal of Your Product or Your Work; or
 - (2) Your fulfilling the terms of the contract or agreement.
10. **Insured contract** means:
 - A. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to You or temporarily occupied by You with permission of the owner is not an insured contract;
 - B. 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.

11. 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.

12. Loading or unloading means the handling of property:

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

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

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

- A. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. Vehicles maintained for use solely on or next to premises You own or rent;
- C. Vehicles that travel on crawler treads;
- D. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (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.

14. Event means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

15. Personal and advertising injury means injury, including consequential bodily injury, arising out of one or more of the following offenses:

- A. False arrest, detention or imprisonment;
- B. Malicious prosecution;
- C. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- D. Oral or written publication of material 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.

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

17. Products-completed operations hazard:

A. Includes all bodily injury and property damage occurring away from premises You own or rent and arising out of Your Product or Your Work except:

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

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

- (1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by You, and that condition was created by the loading or unloading of that vehicle by any Insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. Property damage means:

- A. Physical injury to tangible property, including that resulting in 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 event that caused it.

19. Suit means a civil proceeding in which damages because of bodily injury, property damage or personal and advertising injury to which this insurance applies are alleged. Suit includes any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with Our consent.

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

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

This Policy also excludes loss, 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.

22. Your Product means:

A. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (1) You;
- (2) Others trading under Your name; or
- (3) A person or organization whose business or assets You have acquired; and

B. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your Product includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your product; and
- (2) The providing of or failure to provide warnings or instructions.

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

23. 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:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your work; and
- (2) The providing of or failure to provide warnings or instructions.

24. Schedule

It means the latest Schedule issued by Us as part of Your Policy. It provides details of Your Policy coverage including limits of liabilities covered which are in force and the period of cover You have against the liabilities described.

25. Policy Period

It means the period commencing from the effective date and hour and terminating at midnight on the expiry date as shown in the Schedule.

26. Period of Insurance

It means the period commencing from the Retroactive Date and terminating on the expiry date as shown in the Schedule.

27. Retroactive Date

It means the date when the risk is incepted under a Claims Made Policy and thereafter renewed without break in the period of cover. This is as shown in the Schedule.

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.

Automatic Acquisition

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that from inception of this policy the is included under the policy:-

If during the policy period the Policyholder obtains either directly or indirectly:

- I. Control of the composition of the board of directors ;
- II. Control of more than half of the voting power ; or
- III. A holding of more than half of the issued share capital ;

Of another entity then the definition of subsidiary shall be extended to include such entity provided that:

- I. The entity has annual revenue for the last complete accounting period prior to the acquisition, of less than ___% of the total annual revenue of the policy holder declared in the latest Annual Report and Accounts as at inception ;
- II. The entity is not exporting to the United States of America or Canada or any of their territories;
- III. The entity is not aware of any claims (either paid or notified) or circumstances within the preceding five years of a type which may have been covered had they been notified under a CGL policy similar in scope and breadth of coverage afforded hereunder; and
- IV. The business activities of the entity fall within the definition/scope of Business Description mentioned in Item No. 2.

In all other circumstances, the Policy holder may request an extension of this policy for such entity. The Insurer shall have the right but not the duty to offer cover for such entity and the Policyholder shall give the Insured sufficient details to permit the Insurer to assess and evaluate the potential increase in exposure. In the event that coverage is provided, the Insurer shall be entitled to amend the policy terms and conditions, during the Policy Period, including but not limited to, the charging of a reasonable additional premium.

Consequent upon inclusion of Automatic Acquisition the below changes and additions are made to Section V- Definitions:

The following is included under the Section definitions of words

27. **Subsidiary** means any entity in which the Company, either directly or indirectly through one more entities:

- I. Control of the composition of the board of directors ;
- II. Control of more than half of the voting power ; or
- III. A holding of more than half of the issued share capital ;

On or before the inception date of the policy.

For any subsidiary or any Insured thereof, cover under this policy shall only apply to Wrongful Acts committed which such entity is a subsidiary of the Company.

Batch Clause

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy all claims arising out of products produced in a single manufacturing run (or batch) will be considered as a single claim.

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

Car Park Liability / Garage Keepers Liability

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy all claims in respect of vehicles (including spare parts and accessories thereon) left in any garage or parking place belonging to or under the control of the Insured are admissible under the policy, provided that

1. such garage or parking place is not used by the Insured for any motor trade purposes
2. disclaimer notices in terms approved by the Company are prominently displayed in such garage or parking place
3. this Extension does not apply to liability for

a) loss of motor vehicle accessories by theft unless the motor vehicle is stolen at the same time

b) Damage arising whilst any motor vehicle is being driven by the Insured or any Employee

4. maximum limit for any one accident and in the aggregate shall be as described in the schedule of the policy
5. For partial loss, excess shall be applicable as mentioned in the schedule of the policy. For total loss claims, the procedure to be followed for claim value ascertainment and settlement shall be as per Motor Vehicles Act, 1988 and all amendments to the same thereof.

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.

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.

Claim Series Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy claims series clause stands included in the policy.

A Claims Series Event as defined below shall be deemed to be one claim and date of loss shall be the date when the first claim of the Claims Series Event is made in writing against the Insured.

A Claims Series Event shall be defined as a series of two or more claims arising from one specific common cause which is attributable, e.g.

- to the same fault in design, manufacture, instructions for use or labelling of products
- or to the supply of the same products and/or services or to products and/or service showing the same defect.

There shall, however, be no coverage for claims arising from one specific cause which are made later than 3 years after the first claim of the series.

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

Contractor/sub Contractor extension

It is agreed that this policy is extended to include Contractor/Sub Contractor with respect to any liabilities (to which this insurance applies) arising out of the works performed by them for or on behalf of the named Insured under a contract. The same is however subject to such works being performed falling within the business activities covered under this policy.

The declarations, insuring agreements, all definitions, exclusions, terms, conditions and limit of indemnity of this policy otherwise remain unchanged.

No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against the Insured in an Indian Court, except for the claims in respect of exports of products covered under the Policy. It is further agreed and understood that only Indian Law shall be applicable to actions brought in India.

Cover for Events, Exhibitions, Promotions, Seminars, Training anywhere in India

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.

Cover for liability out of projects undertaken by the insured for renovation of existing property / interior alteration / new addition to existing building/ repair / refurbishment include renovation, interior alterations, new addition, to existing building, repairs and refurbishment subject to the area being cordoned off for anyone not authorized or participating in such process. The cover shall also be in excess of any CAR/EAR policy taken by the client for such purpose

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

Cross Liability

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy 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 overall limits of indemnity stated 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.

Designated Premises Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy only claims arising out of clients named business operation at locations mentioned in the Schedule shall be admissible under the policy.

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

Designated Premises Endorsement -Manufacturing Locations/Offices/Warehouses in India; 1 Manufacturing Unit in China ; Sales Offices/Warehouses in UK, Germany, Poland, Hungary, Australia, USA & New Zealand – Complete Addresses to be provided

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy only claims arising out of clients named business operation at following locations shall be admissible under the policy: Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Designated Products -1. Scaffolding and Form Work 2.Cotton Yarn and Garments 3.Drum closure -Flange, Plugs, Clamps, Capseals, Nylon Plugs

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception only claims in respect of the products listed in the schedule of the policy, which have been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured subject to the overall terms and conditions of the policy stand covered. Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Extended Reporting Period - 90 Days

In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the policy period,

provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy period and shall be subject to the Limit of indemnity, terms, conditions and exceptions of the policy. This extended reporting period does not in any way reinstate or increase the limit of indemnity mentioned in the Schedule of the Policy.

Financial Loss

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception the following stands included:

The insured is indemnified by this section in accordance with the operative clause, for damages, costs and expenses arising as a result of any financial loss which is incurred by customers or third parties as a result of any Product (or part thereof) which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired, dispatched or delivered by or on behalf of the Insured.

Financial Loss exclusions:

This Extension does not apply in respect of financial loss arising out of:

1. claims or liability for claims arising in connection with Products prior to their unqualified acceptance by the Insured's immediate customer, acceptance being deemed to mean:
 - a. in the case of contracts for the supply only of the Products, the acceptance of delivery by or on behalf of the Insured's customer (where delivery to the Insured's customer is in stages and is recognised as such by the issue of delivery notes or the like, acceptance of each stage so recognised shall be deemed to have taken place);
 - b. in the case of any contract which requires erection, construction or installation of the Products by or on behalf of the Insured at the customer's premises or site, the practical completion of such erection, construction or installation to the satisfaction of the customer.
 2. claims for (a) Bodily injury
- (b) Property damage other than to the Products and/or Works
3. delay, non-performance or non-completion by or on behalf of the Insured in carrying out a contract;
 4. strikes, labour disturbances, insolvency, financial default, any act of fraud or dishonesty, deceit, conspiracy, malicious falsehood, inducement of breach of contract, breach of anti-trust laws;
 5. libel, slander or the passing off or infringement of patents copyrights trade marks or trade names;
 6. breach of trust; breach of warranty of authority or breach of duty owed to shareholders investors or partners by any director or officer of the Insured;
 7. the sale or supply of any investment or financial product or service or any act, omission or advice in a professional capacity;
 8. circumstances known to the Insured prior to the commencement date of this extension;
 9. any agreement to store, process or supply computer data (including supply of information derived from such computer data) for a fee or by reciprocal arrangement;
 10. any interaction between a computer or computer system a) belonging to the Insured or b) for which the Insured is responsible or c) which is being operated on behalf of the Insured and a computer or computer system of a third party;
 11. any costs or expenses claimed or incurred for recalling removing repairing or replacing, or rectifying or reinstating, or inspecting, or recovering, or altering, demolishing, breaking out, dismantling, delivering, rebuilding, supplying or installing Your Products or any commodity, article or thing in which such products are incorporated if Your Products are withdrawn from sale or use because of any known or suspected defect or deficiency;
 12. a decision by the Insured or a requirement by any Government or Public Authority that Your Products supplied should be recalled or modified or withdrawn from sale or use;
 13. resulting from late delivery or non-compliance with a delivery order, non-completion of works or operations by or on behalf of the Insured or any employee, misdirection of Your Products supplied, failure to meet delivery deadlines, failure to complete any work on time, failure to return property in the custody or control of the Insured or any employee;
 14. the cost of improving or guaranteeing the performance of products or any work carried out by or on behalf of the Insured;
 15. any Products supplied that are in the custody or control of the Insured or which have not been accepted by a customer or user;
 16. prototype goods which are supplied on an experimental or trial basis;
 17. the abandonment or postponement of any exhibition, meeting function or other event organised by the Insured;
 18. diminution in value of any property;
 19. the design, planning or supervision of building or construction works and any testing or advisory activity in connection therewith;
 20. the estimation of construction manufacturing or other costs;
 21. losses incurred by licensees under licence agreements or other third parties under contract concerning the transfer of research results or formulae;
 22. Pollution which was not sudden and unforeseen or was not the direct result of the Insured failing to take reasonable precautions to prevent such pollution;
 23. loss of use of tangible property which has not been physically damaged or destroyed;
 24. any loss or damage caused by or resulting from natural ageing and normal wear and tear of the Your Products.

It is hereby agreed and understood that the insurance cover provided under this extension is subject to the terms, extensions, exclusions and general conditions contained in the Policy or endorsed thereon.

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.

Knowledge Of Occurrence

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the insured shall deem to have knowledge of claims, events, circumstances, accident, offence or a suit only if the "Control group" comprising of persons declared by the insured have knowledge of the same or the same have been brought to their attention

This "Control group" shall be declared and recorded in the policy via an endorsement and shall only comprise of persons who are in active and permanent employment of the client. It is also a condition precedent to this extension that the "Control Group" shall have at least 1 participant member each from the Human resource Department, the Administrative Department and Line Control department (not below the rank of a Senior Manager or equivalent).

Even if the claims, events, circumstances, accident, offence or a suit is brought to knowledge of any one member of the "Control Group", it will be deemed to be in Knowledge of the entire "Control Group"

The of claims, events, circumstances, accident, offence or a suit may be deemed to be in knowledge of the "Control Group" if any of its members is notified of the same via an E-Mail, Facsimile, Courier, Registered post and SMS or any other internal mode of communication of external forms of mode of communication via newspaper, TV, radio etc.

The "Control Group" shall come together for a meeting once every quarter to seek updates on any claims, events, circumstances, accident, offence or a suit which would ordinarily fall under cover of this insurance

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

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. 05 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.

A. Damages for bodily injury Include damages claimed by a person or Organization for care, loss of services or death resulting at any time from the Bodily Injury.

B. We may at any time, at our discretion, pay the applicable Limit of Insurance that remains available.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

- C. Our obligations hereunder end when we have used up the applicable Limits of Insurance.
- D. Other than as provided under the Investigation, Defense 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.
- E. 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.
- F. 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.
- G. 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.

Product Recall Expenses and Financial Loss limits are shared

Product Recall

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that w.e.f Inception, Section -1, Coverage A. Exclusion 2 "n" stands deleted and the following provision stands included:-

Product Recall Expense – 1st Party

We will pay **you** for the covered **Product Recall Expense**, **you** incur arising out of a **Covered Incident**, in excess of the Product Recall Deductible mentioned in Item No. 6 of the Schedule. The earliest of the initial oral or written publication or initial notice to us of the **Covered Incident** must take place during the **Policy Period**, and the **Covered Incident** must take place in the Territorial Limits defined in the Item No. 7 of the Schedule. The amount we will pay is limited as described in Item No. 5 – Product Recall Expenses Sub-Limit of the Schedule.

The limit is available as a sub-limit of the overall limit mentioned in Item No. 5 and not as separate limit.

Product Recall Expense – 3rd Party

We will pay those sums that **you** become legally obligated to pay as **Product Recall Expense** arising out of a **Covered Incident** to which this insurance applies, subject to Product Recall Deductible mentioned in Item No. 6 of the Policy Schedule. **We** will have the right to defend any suit seeking those damages. However, we will have no right to defend **you** against any suit seeking damages which does not arise out of **Covered Incident**. **We** may at our discretion investigate any **Covered Incident** and settle any claim or suit that may result.

The amount **we** will pay for damages is limited as described in Item No. 5 – Product Recall Expenses Sub-Limit of the Schedule; and, our right to defend ends when **we** have used up the applicable limit of insurance in the payment of Defense Costs, judgments or settlements under this coverage. This insurance applies to compensatory damages caused by a **Covered Incident** if the earliest of the initial oral or written publication or initial notice to us of the **Covered Incident** takes place during the **Policy Period**, and the **Covered Incident** takes place in Territorial Limits defined in the Item No. 7 of the Schedule.

Product Recall Exclusions

We will not pay for the following Product Recall Expense:

- A. Arising out of a decrease in product sales realized subsequent to the announcement of the **Covered Incident**.
- B. Arising out of a recall of any product of a competitor similar to **Your** Product.
- C. For the cost or expense to recalibrate or retool or to design or redesign any product.
- D. Arising out of an intentional act or omission that you knew or should have known could reasonably lead to a **Covered Incident**.
- E. Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of **Your** Products.
- F. Arising from **Your** dishonest, willful, wanton, fraudulent, criminal or malicious act, error or omission.
- G. Arising out of the failure of the **Your** Product(s) to accomplish its intended purpose, unless the use or consumption of the **Your** Product(s) or any property of which such goods or products form a part has resulted in Bodily Injury or Property Damage, or objectively poses actual and imminent danger of resulting in Bodily Injury or Property Damage.
- H. Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency, unless the use or consumption of the **Your** Product(s) or any property of which such goods or products form a part has resulted in Bodily Injury or Property Damage, or objectively poses actual and imminent danger of resulting in Bodily Injury or Property Damage.
- I. Arising out of any pre-existing condition or situation that **you** knew or should have known prior to the initial attachment of coverage under this Policy or any predecessor policy issued by us could cause a **Covered Incident**.
- J. Based on the sale of the **Your** Product(s) in any jurisdiction after **you** knew or should have known that the **Your** Product(s) had been banned or declared unsafe by the governmental authority of that jurisdiction.
- K. Arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of Pollutants.
- L. Arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or relating to any obligation **You** may have to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.
- M. Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or products containing lead or leaded materials.
- N. For any Bodily Injury or Property Damage.
- O. This Policy does not cover any loss or damage caused by or resulting from natural ageing and normal wear and tear of **Your** Products.

Definitions for the Terms used above:

- A. Product Recall Claim means a written demand received by **you** seeking a remedy and alleging liability or responsibility on your part for compensatory damages arising out of a **Covered Incident**.
- B. **Covered Incident** means the recall, removal, recovery of possession or control, or disposal of Your Product(s) or any property of which such goods or products form a part, from a distributor, purchaser, or user of Your Product(s) because the use or consumption of the **Your** Product(s) or any property of which such goods or products form a part has resulted in Bodily Injury or Property Damage, or objectively poses actual and imminent danger of resulting in Bodily injury or Property Damage.
- C. **Product Recall Expenses Deductible** means a specific amount as shown in Item 6 of the Policy schedule that must be deducted by us from a loss when this Policy responds to a **Covered Incident**.
- D. **Product Recall Expense** means the reasonable and necessary costs **you** incur during the 36 month period commencing on the day of initial notice to us by the Insured about the occurrence of a **Covered Incident**, if such costs are incurred exclusively for the recall, recovery, withdrawal, disposal or destruction of **Your** Product(s). These costs are limited to the following:

1. Communications to notify others of a **Covered Incident**, including but not limited to, radio and television and Internet announcements and printed advertisements;
2. The cost of returning Your Product(s) from any purchaser, distributor or user except for your affiliated, subsidiary, and associated manufacturing companies as now exist or may hereafter exist including any handling charges to the place or places **You** designate;
3. The actual cost of disposal of the products less any salvage or scrap value recovery;
4. The extra expense to rent additional warehouse or storage space;
5. (a) The cost to hire additional persons other than **your** regular employees to assist in the

process of communication, shipping and other ancillary, responsibilities arising out of a **Covered Incident**;

- (b) Remuneration paid to **your** regular employees, other than salaried employees, at basic rates of salary or wage for necessary straight time or overtime; and
- (c) Expenses incurred by employees, including transportation and accommodations, for
 - 1., for 2., and 3. above;
- 6. The actual cost to redistribute **Your** Product that is recalled and restored or the cost of the distribution of a replacement product; and
- 7. The expenses to make any repair, recondition, decontaminate or otherwise treat the recalled products to render them marketable.

Below additions are made to **SECTION IV – COMPREHENSIVE GENERAL LIABILITY CONDITIONS** of the Policy wording for the purpose of this provision:

16 Due Diligence

You will use due diligence and assist in doing all things reasonably practicable to avoid or mitigate the Product Recall Expense.

We may not be able to pay claims if **You** do not fulfill the aforementioned conditions.

17 Severability, Construction And Conformance To Statute

If any provision contained in this Policy is, for any reason, held to be invalid, illegal, or unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provision of this Policy. If any provision contained in this Policy is, for any reason, held to be invalid, illegal, or unenforceable, it will be construed by limiting it so as to be valid, legal, and enforceable to the extent compatible with applicable law.

18 Cooperation

You shall cooperate with us and offer all reasonable assistance in the investigation of **Covered Incidents** and **Product Recall Expense** and the investigation, defense and settlement of claims. **We** may require **you** to submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, **we** may require written statements or **Your** attendance at meetings with us. **You** must assist us in effecting settlement, securing and providing evidence, and obtaining the attendance of witnesses. **We** may not be able to pay claims if **You** do not fulfill the aforementioned conditions.

It is hereby agreed and understood that the insurance cover provided under this extension is subject to the terms, extensions, exclusions and general conditions contained in the Policy or endorsed thereon.

Territory and Jurisdiction to be Worldwide excluding US/Canada for following extensions: 1) 72 Hours Sudden and Accidental Pollution 2) Carriage of Effluents

As per Endorsement Wording
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.

This policy covers domiciled operations, Grounds up in India. In other geographies the policy will operate in excess of statutory/mandatory limits as per law. If there is no mandatory policy, excess for these claims will be USD 1 Mn EEL .

This policy is being issued on non admitted basis and it is the responsibility of the insured to ensure compliance with requirements of any local mandatory/statutory policy as per law

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy only claims arising out of clients named business operation at locations mentioned in the Annexure shall be admissible under the policy. The above cover is being extended on a non-admitted basis and is not a substitute for compliance with locally admitted requirements in any of the covered territories. If the local law requires that third party liability insurance be taken locally, then the above cover in the CGL policy taken from India will not be a substitute for the same. 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.

Travel of Executives (Non Manual) Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy all claims (Third party bodily injury or property damage) arising out of travel of employees on business stand covered subject to limit of indemnity not exceeding the overall limit of indemnity as mentioned in Item No. 5 of the schedule of the policy and overall admissibility of the claim.

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

Unnamed Vendor's Clause

It is agreed that

The "persons insured" provision is amended to include any person or organization as an insured but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products mentioned in the schedule of the policy subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to -

A. Any expressed warranty or any distribution or sale for a purpose unauthorized by the named insured.

B. Bodily injury or property damage arising out of :

(I) Any act of the vendor which changes the condition of the products.

(II) Any failure to maintain the product in merchantable condition.

(III) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products, or

(IV) Products which after distribution or sale by the named insured have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(V) Any fittings and/or manual work additions and alterations of whatsoever nature carried out to the product by the vendor.

C. Bodily injury or property damage occurring within the vendor's premises.

2. The insurance does not apply to any person or organization, as insured from which the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Car Park Liability / Valet Parking / Garage Keepers Liability

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy all claims in respect of vehicles (including spare parts and accessories thereon) left in any garage or parking place belonging to or under the control of the Insured or vehicle handed over to the valet of the Insured are admissible under the policy, provided that

1. such garage or parking place is not used by the Insured for any motor trade purposes
2. disclaimer notices in terms approved by the Company are prominently displayed in such garage or parking place
3. this Extension does not apply to liability for
 - a) loss of motor vehicle accessories by theft unless the motor vehicle is stolen at the same time
 - b) Damage arising whilst any motor vehicle is being driven by the Insured or any Employee
4. maximum limit for any one accident and in the aggregate shall be as described in the schedule of the policy
5. For partial loss, excess shall be applicable as mentioned in the schedule of the policy. For total loss claims, the procedure to be followed for claim value ascertainment and settlement shall be as per Motor Vehicles Act, 1988 and all amendments to the same thereof.

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, subsidiary and affiliated companies, its and their officers, directors and employees, co-ventures, but only to the extent and scope of liability assumed by IFFCO Tokio General Insurance Co. Ltd. under its 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.

Auto Inclusion of New Product 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 new product added during the policy period

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.

Aviation Products

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 aviation products

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

Brownout/Blackout/Failure to Supply

Cranes, Lifts, hoists and mechanical excavators when sold in USA/Canada

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 Cranes, Lifts, hoists and mechanical excavators when sold in USA/Canada

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.

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 of accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

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.

Mold 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 Molds.

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.

Patent & Trade Secret Infringement 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 Patent and Trade Secret Infringement

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.

Product Efficacy 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, claims for failure of the goods or products to fulfil the purpose for which they were intended.

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

Product Liability in respect of manufacturers of aircraft and the following aircraft components: structure, driving equipment landing gear, under-structure, electronic equipment, and technical instruments

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 Product Liability in respect of manufacturers of aircraft and the following aircraft components: structure, driving equipment landing gear, under-structure, electronic equipment, and technical instruments

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

Products Manufactured 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 product/products manufactured in USA/Canada

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

Products sold prior to retroactive date will not be covered

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising from products sold prior to retroactive date in the policy.

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.

Specific Exclusions of Recall

SPECIFIC EXCLUSION FOR PRODUCT RECALL INSURANCE, PRODUCT RECALL EXPENDITURE ARISING FROM THE ASSURED'S DECISION TO RECALL ANY PRODUCTS:

It has been agreed and understood that any claim, expenses, and/or liability in relation to above is excluded from the coverage:

- a) When such decision is forced upon the assured by any government or public authority and which the assured would not have made but the intervention of the said government or public authority
- b) Solely as a result of their having been mis-delivered or mis-directed by or on behalf of the assured
- c) As a result of assureds liability to pay any import duties or customs or excise charges of value added tax incurred before the delivery of the products to the assured
- d) For liquidated damages and penalties incurred by reason of any contract entered into by the assured
- e) Known carcinogen