

PUBLIC LIABILITY POLICY

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PUBLIC LIABILITY POLICY

1. OPERATIVE CLAUSE :

WHEREAS the Insured named in the Schedule hereto and carrying on the business described in the Schedule has applied to **Future Generali India Insurance Co Ltd.** (hereinafter called the company) for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein of endorsed heroin the Company will indemnify the Insured in excess of the Deductible mentioned in the Schedule and subject to the Limit of Indemnity, against their legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute that may come into force after the issue of this policy) to pay damages against third party civil claims including Claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law, arising out of Bodily injury or Property damage,

2. INDEMNITY

The Indemnity only applies to claims arising out of accidents occurring in the Insured Premises during the period of insurance and notified during the Policy Period by the Insured and the Insured is indemnified in accordance with the Operative Clause for and/or arising out of Injury and/or Damage but only against claims arising out of or in connection with the business specified in the Schedule and not against claims arising out of or in connection with:-

- (a) Pollution howsoever caused unless specifically covered.
- (b) Any product
- (c) Any causes specifically excluded under the „Exclusions“

For the purpose of determining the indemnity granted

- (a) „Injury“ means death, bodily injury, illness or disease of or to any person other than the Insured or his employees
- (b) „Damage“ means actual and/or physical damage to tangible property Other than those owned by the Insured or his employees or any property held under Insured's care and custody.
- (c) „Pollution“ means pollution or contamination of the atmosphere or of any water land or other tangible property;
- (d) „Product“ means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.
- (e) „Policy Period“ means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Policy Schedule.
- (f) „Period of Insurance“ means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
- (g) „Accident“ means a fortuitous event of circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- (h) „Insured Premises“ shall mean the Premises mentioned in the Schedule and shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal at a disposal point situated within a distance one kilometre from the premises.
- (i) „Deductible“ means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every claim made under this Policy and which is also applicable against Defence Costs. The Company's liability to make any payment under this Policy is in excess of the Deductible.

- (j) „Claim“ means the receipt by the Insured of any written notice of demand for compensation or rectification made by or on behalf of a third party against the Insured, and/or any suit, claim, petition, writ, statement of claim, summons served upon the Insured.
- (k) „Damages“ means monetary sums (including claimant's costs) payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the insured, but shall not include fines, punitive damages, exemplary damages, non-pecuniary relief, taxes or any other amount for which the Insured is not financially liable, or which is without legal recourse to the Insured or any matter that may be or be deemed to be uninsurable under the Indian Law.
- (l) „Limit of Indemnity“ means the amount stated in the Schedule, which shall be the Company's total liability under the Policy inclusive of Damages and or Defence Costs and regardless of the number of Insureds or Claimants or the total number or amount of claims made against the Insured for any one claim and in the aggregate for all claims made against the Insured during the Policy Period.
- (m) „Schedule“ means Schedule including any Annexure attached to and forming part of the Policy
- (n) Terrorist Act(s) means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts.

A terrorist act shall also include any act which is verified or recognized by any Government as an act of terrorism

3 NOTIFICATION EXTENSION CLAUSE :

Should the Insured notify the Company during the Policy period in accordance with General Condition 9.1 of any specific event of circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy period. The extension under this Clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

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 accident which had taken place during the period of insurance but could not be made during the policy period, provided, however, all claims on the last day of the expiry Policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

4. INDEMNITY TO OTHERS :

The indemnity granted extends to;

- officials of the Insured in their business capacity arising out of the performance of their business of in their private capacity arising out of their temporary engagement of the Insured's employees;
- the Officers, Committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;
- the personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.

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

5. CROSS LIABILITIES :

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.

6. DEFENCE COSTS :

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the insured, provided such claim or claims are the subject of indemnity by the policy, such costs, fees and expenses are called „Defence Costs“

7. INDEMNITY LIMITS :

Company's total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the Indemnity limit stated in the Schedule.

Indemnity limit applies to any one claim or series of claims arising from one originating cause. Indemnity limit shall represent the total amount of Company's Liability during the Policy period.

8. CLAIMS SERIES CLAUSE

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

9. EXCLUSIONS

This Policy does not cover liability

- 9.1 assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- 9.2 arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance unless the Policy is specifically extended to include Act of God perils.
- 9.3 arising out of deliberate, wilful or intentional non-compliance of any statutory provision
- 9.4 arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
- 9.5 (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting therefrom.
(b) infringement of plans, copy-right, patent, trade name, trade mark, registered design;
- 9.6 arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- 9.7 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war rebellion, terrorism, revolution, insurrection or military or usurped power.
- 9.8 Directly or indirectly caused by or contributed to by
 - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

- 9.9 This Policy does not cover liability for claims arising out of, the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;
 - (i) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - (ii) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer.
 - (iii) Claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
 - (iv) Claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- 9.10 Transportation of material and/or hazardous/dangerous substances outside Insured's premises unless specifically covered.
- 9.11 The ownership possessing or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.
- 9.12 Damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the Insured. An indemnity shall however be provided for Claims arising out of Accidental damage to premises or the contents thereof, that are temporarily occupied by the Insured for working thereon, but only to the extent the Insured is held legally liable for the same independently of any specific agreement relating to the use of the same.
- 9.13 Damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured. An indemnity shall however be provided for claims arising out of damage to employees' and visitors clothing or personal effects brought onto the Insured's Premises with the Insured's consent.
- 9.14 Injury and/or damage occurring prior to the Retroactive Date in the Schedule

Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or damage occurred, then

 1. Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury.
 2. Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
- 9.15 The deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
- 9.16 Injury to any person under a contract of employment or apprenticeship with the Insured when such Injury arises out of the execution of such contract.
- 9.17 Any accident(s) in respect of which Relief would be under the Public Liability Insurance Act, 1991 or any other Statute that may come into force after the issue of this policy.
- 9.18 Liability more specifically insured elsewhere.
- 9.19 for any claim directly or indirectly arising out of, or, in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by the Company or not); or of which the Insured first became aware prior to the period of insurance and which the

Insured knew or ought reasonably to have known had the potential to give rise to a claim.

- 9.20 Any claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.
- 9.21 Policy does not provide coverage for liability arising out of Mould and fungus.
- 9.22 Liability arising out of, based upon or attributable to war, any act of war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government of military power; or the intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act; or any terrorist acts
- 9.21 Cyber Risks Exclusions
- 9.22 Electronic Data Recognition / Y2K Exclusion
- 9.23 Extra Contractual Obligations
- 9.24 Pools, and pooling arrangements
- 9.25 Liability arising from automatic covers, binding authorities, line slips and delegated authorities
- 9.26 Marine including Ship Owners Liability
- 9.27 Waste facilities unless pollution is totally excluded.
- 9.28 Multi year business except for E & O, CGL & Public Liability in relation to projects.
- 9.29 Airlines, aircraft and airside operation of airports, including refueling, control tower liability and construction & repair work within the airport perimeter.
- 9.30 Aircraft and aviation manufacturers. This applies to the following critical components:
- 9.31 Aircraft fuselage, wings and all structural parts, landing gears, tires, engines and engines components, propellers, fuel systems, electronic and electrical equipment, aircraft instruments.
- 9.32 Claims for gradual losses arising out of the manufacture and/or handling and/or storage of asbestos or asbestos products.
- 9.33 Tobacco and it associated Health Risks excluding Cigarette Mfg (Product Liability).
- 9.34 Electric Utilities and Manufacturers of Mobile Phones if Electro Magnetic Fields (EMF) is not excluded.
- 9.35 Electric, Gas & Water Utilities where Brownout/Blackout failure to supply is not excluded.
- 9.36 Liability of Railways
- 9.37 Offshore related risks unless incidental whilst indemnification based on "Jones Act" remain excluded.
- 9.38 Manufacturers and/or production and/or storage of fire works, fuses, ammunition, cartridges and explosives.

10. GENERAL CONDITIONS

The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the insured (or any specific event of circumstances that may give rise to claim being made against the Insured) and which forms the subject of indemnity under the policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the insured.

- 1. No admission, offer, promise or payment shall be made or given by or on behalf of the insured without the written consent of the Company.
- 2. The Company will have the right, but in no case obligation, to take over and conduct in the name of the insured the defence of any claim and will have full discretion in the conduct of any claim may relinquish the same, All amounts expended by the Company in the defence settlement or

payment of any claim will reduce the limits of indemnity specified in the Schedule of the policy.

- 3. In the event the Company, in its sole discretion, choose to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's liability or obligations under this policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.
- 4. The Insured shall give all such information and assistance as the Company may reasonable require.
- 5. The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this policy was effective, and the Company may amend the terms of this Policy according to the materiality of such change.
- 6. The Company may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which an Indemnity Limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- 7. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.
- 8. The Insured shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of Insurances declare such details as the Company may require. The Company shall at all reasonable time have free access to inspect such records.
- 9. If at the time of happening of any event resulting into a liability under this Policy, there be any other Public Liability Insurance or Insurances effected by the Insured or by any other person covering the same liability, then the Company shall not be liability to pay or contribute more than its ratable proportion of such liability.
This policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/ Policies, had this Insurance not been effected.
- 10. The Company may at any time cancel the Policy on grounds of mis-representation, non-disclosure of material facts, fraud ,non-cooperation by the insured or if any adverse development in risk is noticed by the insurer, by sending thirty days' notice in writing to the insured at his last known address in which case the Company shall return to the insured a proportion/ pro-rata portion of the premium corresponding to the unexpired period of insurance provided that if no claim has been paid under the policy.
The policy may also be cancelled by the insured at any time by giving thirty days' notice in writing to the Company and in such event the Company shall allow refund of premium at Company's short period premium calculation as given below provided no claim has occurred up to the date of cancellation.

Short Period Scale

Period of Risk	% of annual premium to be retained by the Company
Upto 1 month	15%
More than 1 month upto 3 months	40%
More than 3 month upto 6 months	70%
More than 6 months upto 9 months	90%
More than 9 months	100%

11. In the event of liability arising under the policy or the payment of claim under the policy, the Limit of Indemnity per any one year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim.
12. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder
13. The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/or if the insurance has been continued in consequences of any material mis-statement or the non- disclosure of any material information by or on behalf of the Insured. In any such event the Policy shall be come void and the Company shall not be liable to refund any premium under the policy.
14. 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. It is further agreed and understood that only Indian Law shall be applicable to any such action

11. Policy Disputes Clause

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

12. Due Observance

The due observance and fulfillment of the terms, provisions and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be condition precedent to any liability of the Company.

13. Notifications and Declarations

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule. All notices and declarations for the attention of the Insured shall be posted and addressed to the Insured's address stated in the Schedule.

POLICY CLAUSES/ENDORSEMENTS WORDINGS

Note:- Unless otherwise mentioned against the respective clause, the policy is subject to clauses/ warranties as appearing in the policy schedule. The clauses applicable are part of the Policy and shall be taken into account for interpretation and determination of Insurer's liability under the Policy

1. ELECTRO MAGNETIC FIELD/ ELECTRO MAGNETIC RADIATION EXCLUSION

This insurance does not apply to any liability for "bodily injury", "property damage", "personal injury", "advertising injury" or any other loss, cost (including defense costs) or expense arising out of exposure to an Electromagnetic Field in any form, including but not limited to liability for the installation, operation, repair, sale, manufacture or distribution of any kind of equipment or products producing or in any way involving the effects of an Electromagnetic Field.

It is further understood and agreed that this policy does not cover any indirect or consequential losses arising from the above.

Definition of Electromagnetic Field:

For the purpose of this endorsement electromagnetic field means electric and magnetic fields generated by a varying electrical

current through any medium including but not limited to wires whether or not intended for the purpose of conducting electricity.

2. PURE FINANCIAL LOSS EXCLUSION

Notwithstanding anything contained in this policy to the contrary, it is declared that this policy shall not apply to any liability arising out of financial monetary loss that is not a direct result of physical damage to property of a third party that was damaged/bodily injury or third party.

3. RETROACTIVE DATE

It is agreed that Insuring Clause is amended by deleting in its entirety & replacing it with the following Insuring Clause

The Company shall pay on behalf of the Insured Loss arising solely out of Professional Services resulting from any Claim first made against such Insured during the Policy Period or, if exercised, during the Extended Reporting Period occurring on or after the retroactive date as mentioned in the Policy Schedule or during the Policy Period, but only if such Claim is reported to the Company in writing and in the manner and within the time provided in this policy.

Condition: The Above dates are subject to:
Evidence of expiring cover through until retroactive date
Narrower of applicable coverage and lower of applicable limits.

4. LIMITATION TO DESIGNATED PREMISES

The following provision is added to this policy.
This insurance only applies to injury or damage (to which this insurance applies), resulting from the ownership, maintenance or use of the Premises or Project shown in the Schedule, including property thereon and operations on such Premises or Project that are necessary and incidental to the ownership, maintenance or use of the Premises or Project
Designated Premises: - Address as mentioned on the Policy Schedule.

5. ACT OF GOD PERILS - EXTENSION

It is hereby understood and agreed that the policy shall cover liability arising out of Act of God Perils namely Storm, Typhoon, Flood, Inundation, Earthquake and others only.

6. FIRE DAMAGE - EXTENSION

Damage to Premises Rented To You Limit
Under Limits of Insurance, the following provision is added
Subject to the Each Occurrence Limit, the Damage to Premises Rented to You Limit shown in the Schedule is the most we will pay for the sum of damages for property damage to any one premises while rented to you or temporarily occupied by you with permission of the owner if such property damage is caused by:

- Fire;
- Explosion;
- Water discharged from a pipe or water system; or
- Impact of a motor vehicle.

Exclusions

Under Exclusions, the following introductory provision is added
None of the exclusions, except "Contracts," "Expected or Intended Bodily Injury or Property Damage" and "Progressions of Known Bodily Injury or Property Damage," apply to property damage to premises while rented to you or temporarily occupied by you with permission of the owner.

7. 72 HOURS SUDDEN & ACCIDENTAL POLLUTION EXTENSION

This insurance does not apply to Personal Injury or Bodily Injury or financial loss or loss of, damage to, or loss of use of Property directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape meets all six of the following conditions:

1. the discharge, dispersal, release or escape must be neither expected nor intended by the Insured, and
2. the beginning of the discharge, dispersal, release or escape must take place during the policy period, and
3. the discharge, dispersal, release or escape must be physically evident to the Insured or other parties within 72 hours of the

beginning of the discharge, dispersal, release or escape, and
4. the initial Bodily Injury or Property Damage caused by the discharge, dispersal, release or escape must be ensue within 72 hours of the beginning of the discharge, dispersal, release or escape.

5. Is indemnified in not more than one annual period of original insurance

6. Notwithstanding anything to the contrary in condition 4, Insured's duties in the event of occurrence, claim or lawsuit, or any other policy conditions, all claims made against the Insured under this coverage must be reported to the company as soon as practicable but not later than 30 days after termination of the policy.

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

If the Insured and the company should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of proving that all 6 enumerated conditions are met rests with the Insured, at the Insured's own expense. Until such proof is accepted by the Company, the Company may, but not obligated to, defend any claim.

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. Any Liability arising from USA / Canada with regards to Pollution is purely excluded

This endorsement is granted in consideration of additional premium subject otherwise to the terms, exceptions, conditions and limitations of the within mentioned policy.

8. AVIATION RISK EXCLUSION

AVIATION LIABILITY EXCLUSION

Notwithstanding anything to the contrary mentioned in the policy or in any of the endorsements, it is hereby declared that the policy will not cover any liability arising out of damage to aircrafts(including missiles or spacecraft, ground support or control equipment used therewith and electronic data employed in such aviation operations)

It is also agreed that no coverages under this policy apply to any damages

(A) arising out of "Aircraft Products and Completed Operations" or / any reliance upon any representation or warranty made with respect thereto, nor to any damages arising out of the grounding of any aircraft.

"Aircraft Product and Completed Operations" - It means:

1) Aircraft (including missiles or spacecraft and ground support or control equipment used therewith and electronic data employed in such aviation operations) and any other goods or products manufactured, sold, handled or distributed by the Insured or any services provided or recommended by the Insured or by others trading under insured's name for use in the manufacture, repair, operation, maintenance or use of any aircraft, and

2) Any articles, furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, including but not limited to ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering or other data, engineering or other advice, and labor relating to such aircraft or articles.

"Grounding" means the withdrawal of one or more aircraft for the flight operations or the imposition of speed, passenger or load restrictions on such aircraft by reason of the existence

of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by the Insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders, or drawings of the Insured or with tools, machinery or other equipment furnished to such persons or

organizations by the Insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations.

A grounding shall be deemed to commence on the date of an Occurrence which discloses

such condition, or on the date an aircraft is first withdrawn from service on account of such condition, whichever occurs first.

(B) arising out of ownership, maintenance, use of aircraft, or any operations necessary or incidental to, any airport or aircraft landing area.

(C) arising out of damage to any aviation property or bodily injury as a part of surrounding area will also be excluded.

9. RAILWAY LIABILITY EXCLUSION

It is hereby understood and agreed that the Insurer shall not be liable to make any payment in connection with any claim arising out of, based upon or attributable to, or in any way involving any actual or alleged act from Liability of Railways.

Which means any loss arising out of following:

Damage to Railway Property or the property pertaining to Railway Department.

Damage to Passenger of Railway

Financial Loss incurred by Railway

Passenger Liability – Passenger travelling or at Railway Stations.

Above exclusion will be applicable under general (Third party) or Public Liability, Product & Completed Operation under all Liability Policies.

It is also agreed that bodily injury or property damage including financial loss caused to above industries in any means as a part of surrounding area will also be excluded.

10. OFFSHORE RISKS/OIL & GAS EXCLUSION

It is hereby agreed and understood that policy will not pay any loss resulting/arising out of any Services/Product(s)/Materials supplied to Offshore Risk/Oil & Gas Industries, irrespective of any part of the world.

Offshore/Oil & Gas Definition

- Drilling Platforms
- Pipe Products Used for Offshore
- Oil Exploration
- Gas Utilizes
- Any kind of Professional Services
- Any kind of Products supplied.
- Petrochemical Industries

It is also agreed that bodily injury or property damage including financial loss caused to above industries in any means as part of surrounding area will also be excluded under this policy.

11. LIFT LIABILITY EXTENSION

It is agreed that policy extends to cover any damages for which the insured may be held liable:

this Insurance covers liability in connection or arising from lift, escalators elevators equipment operated by maintained by the insured within the Territorial Limits specified in the Schedule provided that the Company shall not be liable in respect of injury or damage caused whilst any lift is carrying a load in excess of the capacity specified by the manufacturer

Similarly, insured should have AMC (Annual Maintenance Contract) with service provider or manufacturer, without AMC policy shall not apply to any claims arising out/or from lift damage.

12. POLITICAL RISKS EXCLUSION (INSURANCE)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss :

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction of or damage to property by order of the government d jure or de facto or by any public authority. Mutiny, civil commotion assuming the proportions or amounting to a popular rising, tribal rising , military rising insurrection, rebellion, revolution, military or usurped power,

martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to above.

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

13. RSMD & SABOTAGE EXCLUSION

Notwithstanding any contained in this policy to the contrary, it is agreed that no coverage afforded by this policy shall apply to any damages arising out of

Civil Commotion means a substantial violent uprising by a large number of persons assembled together and acting with common purpose or intent.

Malicious Damage means the loss, damage or destruction of property caused by the actions of anyone intending to cause harm or mischief during the disturbance of the public peace.

Riot means a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace.

Sabotage means a subversive act or series of acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Strike means a work stoppage to enforce demands made on an employer or to protest against an act or condition.

14. NUCLEAR ENERGY RISK / RADIOACTIVE EXCLUSION

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

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

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this agreement Nuclear Energy Risks shall mean all first party and/or third party insurances or reinsurances in respect of:

"Nuclear Material" means:

(i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and

(ii) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

(i) Any Nuclear Reactor;

(ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and

(iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

(i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and

(ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

15. TERRORISM LEGAL LIABILITY EXTENSION

a) We agree to pay those sums that the insured becomes legally obligated to pay as damages because of

- i) bodily injury or
- ii) property damage

that is caused by terrorism and to which this insurance applied. We will have the right and duty to defend the insured against any suit seeking those damages. However we will have no duty to defend the insured against any suit seeking damages for bodily injury or property damage to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or suit that may result But

- 1) The amount we will pay for damages pursuant to terrorism is subject to the limits mentioned in the Policy schedule any one occurrence and in the aggregate. For the avoidance of doubt, limit applicable to terrorism is a component of, and payments made there under shall erode, the General Aggregate Limit of the Policy.
- 2) Our defense obligation pursuant to terrorism is subject to the limits mentioned in the Policy schedule any one occurrence and in the aggregate. This limit is a component of, and shall erode, the Limit applicable to terrorism described in (1) above.
- 3) Our duty to defend applies only to those countries in the coverage territory where legal circumstances permit us to defend. In those countries in the coverage territory where legal circumstances do not permit us to defend, we will reimburse you for your defense cost, subject to our prior authorization as well as paragraph 2 above

b) This insurance applies to bodily injury and property injury damage only if:

- 1) The bodily injury or property damage is caused by an occurrence that involves terrorism and that takes place in the coverage territory;
- 2) The bodily injury or property damage occurs during the policy period; and
- 3) Any claim or suit is made or brought in the coverage territory.

16. VALET PARKING EXTENSION

This endorsement applies to the following forms:

The policy is extended to cover the Bodily injury and property Damage for the Vehicles parked in insured premises under Valet Parking by insured's Employee (Driver) having valid driving license, for the limit shown in policy schedule.

The following exclusion is added to this policy.

This insurance does not apply to bodily injury or property damage for which any insured may be held liable by reason of:

- Causing or contributing to the intoxication of any person;
- Criminal and willful intent
- Parked against the common traffic rules

Limit: As mentioned in the Policy Schedule

17. DAMAGE TO VARIOUS PROPERTY OF OTHERS (CARE, CONTROL OR CUSTODY) EXTENSION

Under Exclusions, the exclusion titled Damage to Various Property

of Others (Care, Control or Custody) is deleted.

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

Our obligations hereunder end when we have used up the applicable Limits of Insurance.

We have no other obligation or liability under this coverage Limits of Insurance

The Limits of Insurance shown in the schedule below fix the most we will pay, regardless of the number of

- Insured's;
- claims made or suits brought; or
- Persons or organizations making claims or bringing suits.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- Damages for property damage;
- Related claim adjustment expenses described as reducing the Limits of Insurance in the provision titled Payments That Reduce the Limits of Insurance.

All other terms and conditions remain unchanged

18. LEAD EXCLUSION

This insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

19. DEDUCTIBLE PAYMENT & REIMBURSEMENT ENDORSEMENT

A. This insurance applies to amounts in excess of Deductibles, and ultimately you are responsible for amounts within Deductibles, regardless of whether we pay or incur amounts within Deductibles.

B. If we pay or incur amounts for damages or claim adjustment expenses, then it is a provision of this insurance that you must reimburse us within sixty (60) days of our request for these amounts up to the amount of the applicable Deductible shown in the Schedule.

C. The applicable Deductible amount for each Coverage is shown in the Schedule. Each Deductible shown in the Schedule applies separately from and in addition to any other Deductible shown in the Schedule. The applicable Deductible amount applies separately to each separate occurrence or act under the applicable coverage.

D. Deductibles apply separately to each consecutive annual period and to any remaining period and to any extension period of less than twelve (12) months, starting with the beginning of the Policy Period shown in the Declarations

E. The amount of any applicable Deductible will not be less than the amount shown in the Schedule, regardless of whether this insurance or this endorsement is:

1. issued for a period of less than twelve (12) months; or
2. terminated before the end of the Policy Period, for any reason

20. MARINE EXCLUSION

It is agreed that no coverage under this policy apply to any damages arising out of any Marine liability, which would include but not be limited to the following list:

Charterers' Liability - Terminal Operation Liability
Safe Berth Legal Liability - Wharfingers Liability
Stevedores Liability - Protection and Indemnity including Collision
Towers Liability - Ship Builders' Liability
Ship Repairers' Legal Liability - U.S. Longshoreman and Harbor Workers

It is further agreed that no coverage under this policy shall apply to any damages arising

Out of:

1. Liability arising out of maintenance, fueling, loading or unloading of any watercraft or for any watercraft in the insured's care, custody or control;
2. Personal injury to passengers;
3. Damage to or destruction of any dock, pier, harbor, bridge, buoy, lighthouse, breakwater structure, beacon, cable or to any fixed or movable object or property for which the Insured may be held liable;
4. Liability for cost or expense of, or incidental to, the removal of the wreck of any vessel.
5. Damage to Any Vessel, Marine hull or Ship

21. GYM & SWIMMING POOL EXTENSION

It is hereby agreed and declared that the insurance under this policy shall extend to include the 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 accidents (including accidents arising out of contamination of water) in connection with the use of the Health Clubs, Swimming Pool and Aqua Sports in the insured's premises subject to the compliance of the following conditions:

Swimming Pools in hygienic conditions with regular cleaning and maintenance.

- Sanitary arrangements are proper
- Life guards/Attendants are on duty when the pools are in use (24/7 availability)

22. (INDOOR/OUTDOOR SPORTS, SPA, BAR, RESTAURANTS ETC) EXTENSION

COVERAGE FOR LIABILITY ARISING OUT OF FACILITIES WITHIN INSURED'S PREMISES:

INDOOR/OUTDOOR SPORTS, SPA, BAR, RESTAURANTS ETC

It is hereby understood and agreed that this policy shall cover third party bodily injury or Property damage arising due to the use of Beauty Saloons, Health Club, Massage Parlours, Sauna & Spa, Gym, Saloon facilities at the insured's premises.

All other terms and conditions of this policy remain unchanged.

23. ASBESTOS & SILICOSIS EXCLUSION

ASBESTOS

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

SILICA

It is hereby understood and agreed that the insurer shall not be liable to make any payment for loss in connection with any claim directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the Insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

All other terms and conditions remain unchanged.

24. PROPERTY DAMAGE TO ELECTRONIC DATA EXCLUSION - COMPUTER SOFTWARE MANUFACTURER

Notwithstanding anything to the contrary stated in the policy or in any of the endorsements thereon, it is hereby agreed and declared that this insurance does not apply to damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

25. TRANSPORTATION 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 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 following which shall form part of the overall limit of indemnity as mentioned in 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 the policy shall apply to this extension as if they have incorporated herein.

Territory/Jurisdiction is limited to India only.

26. FINES, PENALTIES & MULTIPLIED PUNITIVE & EXEMPLARY DAMAGES EXCLUSION

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

27. SANCTIONS LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
LMA 3100

28. CO-INSURANCE CLAUSE ENDORSEMENT

It is hereby understood and agreed that this is a Co-Insurance policy subscribed by the insurers (named in respect of this Clause) whose liabilities in respect of Losses shall be limited to the extent set against their respective name as follows:

Limit of Liability Leading Insurer: Participating Co-Insurer Companies - As appearing on the policy schedule.

This Co-Insurance is subject in all respects to the same terms, clause, conditions, warranties, adjustment, and amendments as may be authorized by the insurer named in the schedule as leading Insurer. Any alterations and/or amendments and/or adjustments agreed upon under the terms of Leading Insurer's Agreement shall be automatically binding on the participating Co-Insurers hereon who agree to waive advice hereunder.
The Co-Insurer (s) agree to follow in every respect all settlements or other payments of whatsoever nature made by the leading Insurer arising out of and in connection with this policy and to bear its proportion of any expenses incurred, whether legal or otherwise in the investigation and defence of any claim hereunder.
Except as otherwise provided in this endorsement, all terms, provisions and conditions of this Certificate shall have full force and effect.

29. EXCLUSION – TOTAL MOLD, MILDEW OR OTHER FUNGI

Notwithstanding any provision to the contrary within the policy of which this endorsement forms a part, or within any other endorsement, which forms a part of this policy, we do not cover:

- a. Property damage; or
- b. Bodily injury; or
- c. Debris removal; or
- d. Loss of use; or
- e. Additional living expenses (ALE); or
- f. Medical payments to others; or
- g. Personal injury; or
- h. Business interruption losses; or
- i. Any increase in insured loss, damage, cost, or expense; or
- j. Any loss, cost, expense, fine, or penalty which is incurred, sustained or imposed by order, direction, instruction or request of or by agreement with any court, governmental agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation); or
- k. Any loss, damage, cost or expense

in connection with or arising out of exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mold, mildew, mycotoxins, fungi or organic pathogens. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

The term "organic pathogen" or "organic pathogens" means any organic irritant or contaminant including but not limited to the following: mold, fungus, bacteria, or virus including but not limited

to their byproducts such as mycotoxins, mildew, or biogenic aerosol. "Organic pathogen" includes but is not limited to the following fungi or mycotoxins produced by such fungi: Aspergillus, Penicillium, Stachybotrys, chartarum, Trichodema, and Fusarium Memnoniella.

This exclusion also applies to any claim arising out of allegations of acts or omissions by or on behalf of the insured in connection with exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence or growth of mold, mildew, mycotoxins, fungi or organic pathogens. There shall be no obligation to defend the insured against any claim or loss excluded by this endorsement regardless of whether the allegations forming the basis of the claim or loss are groundless, false, or fraudulent.

This exclusion includes but is not limited to (1) any cost, expense or charge to test, monitor, cleanup, remediate, remove, contain, treat, detoxify, neutralize, rehabilitate, or in any way respond to or assess the effects of mold, mildew, mycotoxins, fungi or organic pathogen; or (2) any cost, expense or charge in connection with the actual or alleged discharge, dispersal, seepage, migration, release, escape, exposure to, manifestation, appearance, presence, or growth of mold, mildew, mycotoxins, fungi or organic pathogens.

30. WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. 08/10/01 NMA2918

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

31. FOOD AND BEVERAGES EXTENSION

Notwithstanding exclusion ... (product liability exclusion if one exists), this insurance extends to indemnify the insured against all sums which the insured shall become legally liable to pay as damages for bodily injury due to poisoning by food or non-alcoholic drink supplied by the insured, but excluding drugs and medicines, at or from the insured's premises, or due to the presence of foreign or deleterious matter in such food or drink.

32. WAIVER OF SUBROGATION

In the event of any payment under this Policy, the Company waives its rights of recovery against the Principals and where such waiver has been included as part of a contractual undertaking by the Named insured, but this waiver shall apply only in respect to the specific contract entered into prior to the date of loss, existing between the Named Insured and such Principal, and shall not be construed to be a waiver in respect to other operations of such Principal in which the Named Insured has no contractual interest.

33. TRAVEL OF INSURED EXECUTIVE - EXTENSION

LIABILITY OF DIRECTORS AND NON-MANUAL EMPLOYEES
This insurance extends to indemnify the insured in respect of claims for bodily injury or property damage anywhere in Worldwide resulting from the business of the insured of directors and non-

manual employees of the insured who normally reside within the Policy Territory.

34. ADDITIONAL INSURED - EXTENSION

It is hereby understood and agreed that Additional Insureds are covered under this policy as required by written contract, but only with respect to liabilities arising out of their services, performed by or for the Named Insured but excluding any negligent acts committed by such Additional Insured.

It is further understood and agreed; that policy will pay loss pertaining only where additional has suffered loss in connection with insured product or services.

The Insurance listed below grant coverage to:
This certificate is issued with the Additional Insured as mentioned on the Policy Schedule

35. DESIGNATED PREMISES ENDORSEMENT

The following provision is added to this policy
Limitation To Designated Premises Or Project
This insurance only applies to injury or damage (to which this insurance applies), resulting from the ownership, maintenance or use of the Premises shown here, including property thereon and operations on such Premises or Project (If declared specifically that are necessary and incidental to the ownership, maintenance or use of the Premises

Location Details - As mentioned on the Policy Schedule.

36. HIRED OR NON-OWNED MOTOR VEHICLE LIABILITY EXTENSION

This Endorsement applies to the following forms:
Under Coverages, the following coverage titled Hired Or Non-Owned Motor Vehicle Liability Coverage, is added to this 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.
A This coverage applies only to such bodily injury or property damage that occurs during the policy period.
Damages for bodily injury include damages claimed by a person or organisation for care, loss of services or death resulting at any time from the bodily injury.
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.
B Our obligations hereunder end when we have used up the applicable Limits Of Insurance.
C Other than as provided under the Investigation, Defence And Settlements and Supplementary Payments sections of this insurance contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.
D 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.

E 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.

F 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.

Deductible

This coverage applies in excess of the applicable Deductible amounts (as shown in the Schedule). We have no obligation or liability to pay sums or perform acts or services under this insurance unless and until the applicable Deductible is exhausted. Deductible amounts apply separately to each separate loss event. Subject to all of the terms and conditions of this insurance, we are only obligated to pay that part of amounts, to which this insurance applies, which exceeds the applicable Deductible amount. The insured must first fully pay the applicable Deductible before our obligations to pay amounts under this insurance apply.

We have no obligation for any part of amounts within the Deductible regardless of whether or not administration or funding of an applicable Deductible amount is available or collectible.

Under Who Is An Insured, the following provisions are added.
Additional Insureds Relative To Hired Or Non-Owned Motor Vehicle Liability

Each of the following is an insured under this coverage to the extent set forth below:

1. the named insured;
2. any partner or executive officer thereof, but with respect to a non-owned motor vehicle only while such motor vehicle is being used in the business of the named insured;
3. any other person while using a hired motor vehicle or a non-owned motor vehicle with the permission of the named insured, provided his actual operation of (if he is not operating) or his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an insured only if he is:
 - a. a lessee or borrower of the motor vehicle; or
 - b. an employee of the named insured or of such lessee or borrower;
4. any other person or organisation but only with respect to his or its liability because of acts or omissions of an insured declared under sub paragraphs 1, 2, or 3 above.

None of the following is an insured under this coverage:

1. any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;
 2. the owner or lessee (of whom the named insured is a sub-lessee) of a hired motor vehicle or the owner of a non-owned motor vehicle, or any agent or employee of any such owner or lessee;
 3. an executive officer with respect to a motor vehicle owned by him or by a member of his household;
 4. any person or organisation, other than the named insured, with respect to:
 - a. an automobile while used with any trailer owned or hired by such person or organisation and not covered by insurance like in kind to this coverage (except a trailer designed for use with a private passenger motor vehicle and not being used for business purposes with another type of automobile); or
 - b. a trailer while used with any automobile owned or hired by such person or organisation and not covered by insurance like in kind to this coverage;
 5. any person while employed in or otherwise engaged in duties in connection with a motor vehicle business, other than a motor vehicle business operated by the named insured.
- This insurance does not apply to bodily injury or property damage:
1. arising out of a non-owned motor vehicle used in the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured; or
 2. if the named insured is a partnership, the liability of a partner arising out of a motor vehicle owned or registered in his name.

Under Limits Of Insurance, the following provision is added.
Hired Or Non-Owned Motor Vehicle Liability Limit
Regardless of the number of insureds under this coverage, or the number of persons or organisations who sustain bodily injury or property damage, or the number of claims brought on account thereof, or of the number of motor vehicles to which this coverage applies, the total limit of our liability for all damages (including damages for care and loss of services) because of bodily injury or property damage sustained by one or more persons or organisations as a result of any one occurrence shall not exceed the limits of liability shown in the Hired Or Non-Owned Motor Vehicle Schedule.

Subject to the above provisions, our total liability for all damages because of all bodily injury or property damage arising out of the ownership, maintenance or use, including loading and unloading, of any hired motor vehicle or non-owned motor vehicle shall not exceed the aggregate limit of liability shown in the Hired Or Non-Owned Motor Vehicle Schedule.

We will not make any payments for damages for bodily injury or property damage arising out of any one occurrence until the Deductible shown in the Hired Or Non-Owned Motor Vehicle Schedule has been used up.

The Deductible shown in the Hired Or Non-Owned Motor Vehicle Schedule is the most the insured will pay for the sum of damages for bodily injury and property damage arising out of any one occurrence.

Under Exclusions, the following introductory language is added.
This insurance does not apply to any damages, loss, cost or expense in connection with any circumstance excluded under the

General Liability Coverage of this policy.

However, the Exclusion titled Aircrafts, Motor Vehicles And Watercraft does not apply to Hired Or Non-Owned Motor Vehicle Coverage, exclusion for Aircrafts, Motor Vehicles And Watercraft will remain in force and effect for Aircraft and watercraft.

The following Exclusions, applicable to Hired Or Non-Owned Motor Vehicle Coverage, are added to this policy.

Contracts – Hired Or Non-Owned Motor Vehicle Liability Coverage This insurance does not apply to any damages, loss, cost or expense arising out of liability assumed by the insured under any contract or agreement except for liability assumed under a short term contract or agreement of six (6) months or less for a hired motor vehicle, but subject otherwise to all conditions of this insurance.

Damage To Various Property – Hired Or Non-Owned Motor Vehicle Liability Coverage

This insurance does not apply to property damage to:

- Property owned or being transported by the insured; or
- Property rented to or in the care, custody or control of the insured, or as to which the insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger motor vehicle covered by this insurance.

The following Definitions, applicable to Hired Or Non-Owned Motor Vehicle Coverage, are added to this policy.

Motor vehicle business means the business or occupation of selling, repairing, servicing, storing or parking motor vehicles.

Hired motor vehicle means a motor vehicle not owned by the named insured which is used under contract on behalf of, or loaned to, the named insured, provided such motor vehicle is not owned by or registered in the name of:

- a partner or executive officer of the named insured; or
 - an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such motor vehicle.
- Non-owned motor vehicle means a motor vehicle which is neither an owned motor vehicle nor a hired motor vehicle.

Owned motor vehicle means a motor vehicle owned by the named insured.

Private passenger motor vehicle means a four wheel private passenger or station wagon type motor vehicle.

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

37. MEDICAL EXTENSION

WITH RESPECT TO MEDICAL EXPENSES COVERAGE, THE USE OF THE WORD DAMAGES ELSEWHERE IN THIS INSURANCE CONTRACT WILL BE DEEMED TO INCLUDE REFERENCE TO MEDICAL EXPENSES.

Under Coverages, the following coverage titled Medical Expenses Coverage is added.

Medical Expenses Coverage Subject to all of the terms and conditions of this insurance, we will pay medical expenses for bodily injury caused by an accident to which this coverage applies: that takes place on premises rented to or owned by you; or in connection with your operations provided that such:

- bodily injury is not excluded under any section of this contract;
- accident occurs during the policy period;
- expenses are incurred and reported to us within 1 year of the date of the accident; and
- person who sustained the bodily injury submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

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.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

We have no other obligation or liability under this coverage.

The section of this insurance contract titled Limits Of Insurance is deleted and replaced by the following.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

insureds;

claims made or suits brought; or

persons or organisations making claims or bringing suits.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

damages for bodily injury and property damage; and

medical expenses;

except damages included in the products-completed operations hazard.

Products-Completed Operations Aggregate Limit Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for bodily injury and property damage included in the products-completed operations hazard.

Medical Expenses Aggregate Limit Subject to the Medical Expenses Each Person Limit, the Medical Expenses Aggregate Limit shown in the Schedule is the most we will pay for the sum of medical expenses, under Medical Expenses Coverage.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of: damages for bodily injury and property damage; and

medical expenses;

arising out of any one occurrence

. Any such sums we pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Medical Expenses Each Person Limit Subject to the Each Occurrence Limit, the Medical Expenses Each Person Limit shown in the Schedule is the most we will pay for the sum of medical expenses, under Medical Expenses Coverage, for bodily injury sustained by any one person.

Any such sums we pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Medical Expenses Each Person Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Payments That Reduce The Limits Of Insurance Any damages or medical expenses we pay will reduce the Limits Of Insurance.

Payments we make under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract will not reduce the Limits Of Insurance.

The following Exclusions are added to this policy.

Medical Expenses Exclusions

Athletic Activities This insurance does not apply to medical expenses arising out of bodily injury to any person while practicing, instructing or participating in any physical exercises, exercises or games, sports or contests.

Injury To Insureds This insurance does not apply to medical expenses arising out of bodily injury to any insured.

Products-Completed Operations Hazard This insurance does not apply to medical expenses arising out of bodily injury included in the products-completed operations hazard.

Workers' Compensation Or Similar Laws This insurance does not apply to medical expenses arising out of bodily injury to any person, whether or not an employee of any insured, if benefits for such bodily injury are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law. The following Definition is added to this policy.

Definitions

Medical Expenses

Medical expenses means reasonable expenses for necessary:

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

Schedule

Medical Expenses Each Person limit-As mentioned on the policy schedule.

38. LIQUOR LIABILITY EXTENSION

This Endorsement applies to the following forms:
It is agreed that policy extends to cover any damages for which the insured may be held liable:

(1) As a person or organization engaged in the business of selling and / or servicing alcohol beverages, by reason of the selling, servicing or giving of any alcohol beverage:

Except for

In violation of any statute, ordinance, or regulation;

To a minor, as defined by law;

To a person under the influence of other toxics.

39. UNDERGROUND FACILITIES / RESOURCES EXCLUSION

It is hereby agreed and understood that this policy does not cover liability for any claim made against the insured which is directly or indirectly caused by, based on arising out of or howsoever attributable to loss of or damage to existing underground cables / equipment and / or pipes or other underground facilities.

It is further understood and agreed that this policy does not cover any indirect or consequential losses arising from the above.

40. CARRIAGE OF EFFLUENTS EXTENSION

This Endorsement applies to the following forms:

Discharge of Effluents through Pipeline

NOTWITHSTANDING anything herein contained to the contrary it is hereby agreed 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 lines outside the premises insured to the discharge point upto 5Km and claims made during the policy period.

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

41. FAILURE TO SUPPLY EXCLUSION

It is agreed that no coverage under this policy shall apply to any damages arising out of the complete or partial failure to supply electricity, gas or water.

42. CONTRACTOR/SUB-CONTRACTORS EXTENSION

Policy is extended to cover loss arising out of Contractors/Sub-Contractors working jointly with insured, however, it is agreed and understood that legal contract Agreement between insured and contractors/sub-contractors has to be in force.

In case if insured fails to enter in legal contract Agreement between insured and contractors/sub-contractors, liability of contractors for which insured is legally liable will not be considered as contract value.

43. DEFENCE COSTS INCLUSIVE

Notwithstanding anything to the contrary mentioned in the policy, it is hereby understood and agreed that, all expenses the Insurer incur or all expenses incurred by the Insured at the Insurer's request to assist the Insurer in the investigation or defense of the claim or suit shall serve to reduce the limits of liability of this policy as stated in the schedule.

44. LIABILITY ARISING OUT OF TUNNELS, BRIDGES AND DAMS EXCLUSION

Insurer will not be liable for any loss arising out of Services provided to Tunnels, Bridges and Dams.

45. TRANSPORTATION LIABILITY EXCLUSION

Notwithstanding any contained in this policy to the contrary, it is agreed that no coverage afforded by this policy shall apply to any damages arising out of 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/air/water.

46. INCIDENTAL MEDICAL MALPRACTICE LIABILITY EXTENSION

The definition of bodily injury is amended to include Incidental Medical Malpractice injury

Incidental Medical Malpractice injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

A) medical, surgical, dental, X ray or nursing services or treatment or the furnishing of food or beverage in connection therewith or B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances

The Coverage does not apply to

1) expense insured by the insured for first - aid to others at the time of an accident and the Supplementary Payments provision and the insured Duties in the Event of Occurrence, Claim Lawsuit Condition are amended accordingly

2) any insured engaged in the business or occupation of providing any of the services described under (A) and (B) above

3) liability of any indemnitee or employee or independent contractor if such indemnitee or employee or independent contractor is engaged in the the business or occupation of providing any of the services described under (A) and (B) above

47. AUTOMOBILE LIABILITY EXCLUSION

It is agreed that no coverages under this policy apply to any damages arising out of ownership, maintenance, operation, use, and entrustment, loading or unloading of any automobile.

48. MEDICAL MALPRACTICE EXCLUSION

It is hereby understood and agreed that the Insurer shall not be liable to make any payment for loss in connection with any claim made against insured which are brought in line with Medical Malpractices done by insured or insured's person.

