

**Digit Comprehensive General Liability Policy (Commercial) – Occurrence Basis****Policy Wordings****Table of Contents**

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## A. Preamble

The proposal and declaration provided by the **Named Insured to Us**, Go Digit General Insurance Limited (hereinafter called **DIGIT/Us/We/Our/Company**), forms the basis of this insurance and having received premium from the **Named Insured**, **We** agree to issue this **Policy** and indemnify the Insured up to the Limit of Liability, subject always to the following terms, conditions, warranties, exclusions, and limitations in excess of the amount of the **Deductible**.

## B. 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 semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include mobile equipment.
3. **Bodily injury** means **bodily injury**, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **Business**  
**Business** means all activities and operations stated in the **Policy Schedule** including:
  - a. The ownership and occupation of premises, including repair and maintenance of property owned or for which **You** are responsible;
  - b. attendance at or participation in trade fairs, shows and exhibitions by any **Employee** or **Director** in connection with their employment but shall not include any work undertaken **Offshore**;
  - c. any prior Business activities which have ceased or have been disposed of but for which **You** have retained legal liability which are declared and agreed by Us
  - d. the provision or management of canteen, social, sports, Welfare or childcare services or activities for **Your Employees** and internal first aid, fire, security and ambulance services;
  - e. construction of or alteration to, not exceeding a cost as stated in **Policy Schedule**, buildings owned by You;
  - f. private work undertaken by **Your Employees** for any of **Your Directors** or executives provided they are appropriately qualified to undertake such work; and
  - g. hire or loan of plant, equipment or goods.
5. **Coverage territory** means anywhere in the world, including International waters or airspace, but excluding the United States of America, (including its territories and possessions), Puerto Rico and Canada.
6. **Deductible**  
**Deductible** means  
 The amount stated in the **Policy Schedule** payable by **You** in a manner and at such time as required by **Us**.  
 If more than one **Deductible** is payable under this **Policy** for any one **Claim** or series of **Claims** arising from one **Occurrence**, the highest **Deductible** is the only **Deductible** payable by You.
7. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
8. **Executive officer** means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.
9. **Hostile fire** means one, which becomes uncontrollable or breaks out from where it was intended to be.
10. **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 fulfil the terms of a contract or agreement;  
 if such property can be restored to use by:
    - i. The repair, replacement, adjustment or removal of **your product** or **your work**; or
    - ii. **Your** fulfilling the terms of the contract or agreement.
11. **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 side-track 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, roadbeds, 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.

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

**13. 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**.

**14. Local underlying policy** means a primary policy effective on or after the inception of this policy, which has been issued at our direction or coordinated by us specifically for this insurance program.

**15. 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.

#### 16. Named Insured

**Named Insured** means an entity and its Subsidiary specified in the Policy Schedule.

17. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

18. **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**.

#### 19. Policy Period

**Policy Period** means the period of time commencing on the Inception Date and terminating on the Expiration Date and Time shown in the **Policy Schedule**, at the address of the Insured.

#### 20. Policy Schedule

**Policy Schedule** means the document which includes but not limiting to details regarding the premium amount, insured details, **Policy period**, **Deductible**, Limit of liability.

21. **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.

#### 22. Policy

**Policy** means the Proposal, the provisions in this document, any endorsement to it (whether at or after inception) and the Schedule.

#### 23. Products-completed operations hazard:

- a. Includes all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **your product** or **your work** except:
  - (1) Products that are still in **your** physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
    - a) When all of the work called for in **your** contract has been completed.
    - b) When all of the work to be done at the job site has been completed if **your** contract calls for work at more than one job site.
    - c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

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

**24. Property damage means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

**25. Proposal**

**Proposal** means the proposal form submitted by the **Named Insured** and/or any Insured in applying for this **Policy** and all information and documentation accompanying it, and incorporated by reference.

**26. Suit** means a civil proceeding in which damages because of **bodily injury, property damage** or personal and advertising injury to which this insurance applies are alleged. **Suit** includes:

- a. An arbitration proceeding in which such damages claimed and to which the Insured must submit or does submit with **our** consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with **our** consent.

**27. 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.

**28. Terrorism** means the unlawful use of violence against persons or property to further political objectives, and which is intended to intimidate or coerce a government, individuals or persons to modify their behavior or policies, or an act which is verified by the United States Department of State as an act of **terrorism**. **Terrorism** does not include:

- a. Any act of violence directed at a specific individual or individuals which is motivated by personal reasons specific to the parties, i. e., robbery, crime of passion, murder; or
- b. Any act of war or civil war.

**29. We, Us, Our, Digit, Insurer, Company**

means Go Digit General Insurance Limited

**30. You, Your, Insured**

means an entity or an organization qualifying as an Insured in the **Who Is An Insured** section of this **Policy**.

**31. Your product** means:

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

**Your product** includes:

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

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

**32. Your work** means:

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

**Your work** includes:

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

## **C. Coverages**

### **Coverage 1 - Bodily Injury and Property Damage Liability**

#### **1. Insuring Clause**

- 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 and duty to defend the Insured against any **suit** seeking those damages. However, **we** will have no duty to defend the Insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. **We** may, at **our** discretion, investigate any **occurrence** and settle any claim or **suit** that may result.

But:

- (1) The amount **we** will pay for damages is limited as described in Limits of Insurance; and
- (2) **Our** right and duty to defend end when **we** have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages 1 or 2 or medical expenses under Coverage 3.
- (3) **Our** right and duty 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 1 and 2.

- b. This insurance applies to **bodily injury** and **property damage** only if:
  - (1) The **bodily injury** or **property damage** is caused by an occurrence that takes place in the coverage territory;
  - (2) The **bodily injury** or **property damage** occurs during the policy period; and
  - (3) Any claim or **suit** is made or brought in the **coverage territory** or the United States of America, its territories and possessions, Puerto Rico or Canada.
- c. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the **bodily injury**.

#### **2. Exclusions**

This insurance does not apply to:

##### **a. Expected or Intended Injury**

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

##### **b. Contractual Liability**

**Bodily injury** or **property damage**, 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 defense has also been assumed in the same **insured contract**; and
- b. Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are 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 workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability:**

**Bodily injury to:**

- (1) An **employee** of the Insured arising out of and in the course of:
  - (a) Employment by the Insured; or
  - (b) Performing duties related to the conduct of the Insured's business; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (1) above. This exclusion applies:
  - (1) Whether the Insured may be liable as an employer or in any other capacity; and
  - (2) To any 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 vapours 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**.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises **you** own or rent;
- (2) A watercraft **you** do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an auto on, or on the ways next to, premises you own or rent, provided the auto is not owned by or rented or loaned to you or the Insured;
- (4) Liability assumed under any insured contract for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **Bodily injury or property damage** arising out of the operation of any of the equipment listed in Paragraph f. (2) or f.(3) of the definition of **mobile equipment**.

#### h. Mobile equipment

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

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

#### i. War



**Bodily injury** or **property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, 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.

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

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

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

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

**k. Damage To Your product**

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

**l. Damage To Your work**

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

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

**m. Damage to Impaired Property Or Property Not Physically Injured**

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

- (1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- (2) A delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

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

**n. Recall Of Products, Work Or Impaired Property**

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

- (1) **Your product**;
- (2) **Your work**; or
- (3) **Impaired property**;

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

**o. 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 fibres 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 fibres 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;

**s. Fines and Penalties**

Fines or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise.

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

## **Coverage 2 – Personal and Advertising Injury Liability**

### **1. Insuring Clause**

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

- (1) The amount **we** will pay for damages is limited as described in Limits Of Insurance; and
- (2) **Our** right and duty to defend will end when **we** have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages 1 or 2 or medical expenses under Coverage 3.
- (3) **Our** right and duty 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** defense 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 1 and 2.

- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of your business, but only if the offense was committed in the **coverage territory** during the policy period. Any claim or **suit** must be made or brought in the **coverage territory** or the United States of America, its territories and possessions, Puerto Rico or Canada.

## 2. Exclusions

This insurance does not apply to:

### a. Personal and advertising injury:

- (1) Caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**;
- (2) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of any Insured;
- (5) For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement;
- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in **your advertisement**;
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in **your advertisement**;
- (8) Arising out of the wrong description of the price of goods, products or services stated in **your advertisement**;
- (9) Committed by an Insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 15.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 fibres 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) (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**.

**c. Fines and Penalties**

Fines or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise.

**Coverage 3 – Medical Payments**

**1. Insuring Clause**

a. **We** will pay medical expenses as described below for **bodily injury** caused by an accident:

- (1) On premises **you** own or rent;
- (2) On ways next to premises **you** own or rent; or
- (3) Because of **your** operations;

Provided that:

- (1) The accident takes place in the **coverage territory** and during the policy period;
- (2) The expenses are incurred and reported to **us** within 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 1.
- 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.
- i. Fines and Penalties  
Fines or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise.

**D. Supplementary Payments - Coverages 1 and 2**

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. **We** will pay 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 upto the amount specified in Policy Schedule. **We** do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. **We** do not have to furnish these bonds.

- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings because of time off from work up to the amount and number of days as specified in Policy Schedule.
- e. All costs assessed or taxed against the Insured in the suit.
- f. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments are not in addition and 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 **occurrence** are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
  - e. The indemnitee and the Insured ask **us** to conduct and control the defense of that indemnitee against such **suit** and agree that **we** can assign the same counsel to defend the Insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Co-operate with **us** in the investigation, settlement or defense of the **suit**;
      - (b) Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) 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 defense of the indemnitee in such **suit**.

So long as the above conditions are met, legal fees incurred by **us** in the defense of that indemnitee, necessary litigation expenses incurred by **us** and necessary litigation expenses incurred by the indemnitee at **our** request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Coverage 1 - **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.

## **E. Who is an Insured**

- 1. If **you** are designated in the Declarations as:
  - a. 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.

- b. 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 b
- (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
- b. Any organization while acting as **your** real estate manager.
- c. Any 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 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 organization for this liability. However, no 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 1 does not apply to **bodily injury** or **property damage** that occurred before **you** acquired or formed the organization; and
- c. Coverage 2 does not apply to **personal and advertising injury** arising out of an offense committed before **you** acquired or formed the organization.

No 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 Declarations.

## **F. Limits of Insurance**

1. The Limits of Insurance shown in the Declarations and the rules below fix the maximum **we** will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or **suits** brought; or
  - c. Persons or organizations making claims or bringing **suits**.
2. The Master Control Program Aggregate is the maximum **we** will pay for the sum of damages paid under this policy and any **local underlying policy**.  
**You** will reimburse us within the number of days as mentioned in Policy Schedule of **our** request for any payment we make under this policy or any **local underlying policy** for damages or expenses after the Master Control Program Aggregate is exhausted.
3. Subject to 2. above, the General Aggregate Limit is the maximum **we** will pay for the sum of:
  - a. Medical expenses under Coverage 3;
  - b. Damages under Coverage 1, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
  - c. Damages under Coverage 2.
4. all expenses the Insurer incurs or all expenses incurred by the Insured at the Insurer's request to assist the Insurer in the investigation or defense of the claim or 'suit' Subject to 2. above, the Products-Completed Operations Aggregate Limit is the maximum **we** will pay under Coverage 1 for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard** and all expenses the Insurer incurs or all expenses incurred by the Insured at the Insurer's request to assist the Insurer in the investigation or defense of the claim or 'suit'.
5. Subject to 3. above, the **Personal and Advertising Injury** Limit is the maximum **we** will pay under Coverage 2 for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization.
6. Subject to 3. or 4. above, whichever applies, the Each **Occurrence** Limit is the maximum **we** will pay for the sum of:
  - a. Damages under Coverage 1; and
  - b. Medical expenses under Coverage 3

because of all **bodily injury** and **property damage** arising out of any one **occurrence**.

7. Subject to 6. above, the Damage To Premises Rented To You Limit is the maximum we will pay under Coverage 1 for damages because of property damage to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
  1. Subject to 6. above, the Medical Expense Limit is the maximum we will pay under Coverage 3 for all medical expenses because of bodily injury sustained by any one person.
  2. All payments made under any local policy issued to you by us or any other insurance company will reduce the Limits of Insurance of this policy.

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

## **G. General Conditions**

### **1. Admission of Liability**

Unless **You** have obtained **Our** prior written consent, neither **You** nor any of **Your Employees**, agents or others acting on **Your** behalf may:

- a. admit liability, fault or guilt in connection with any **Occurrence** or
- b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or
- c. settle any third-party **Claim**, even though it may be within the amount of the **Deductible**.

### **2. Alteration of Risk**

Any alteration or addition or change materially affecting the facts or circumstances existing at the commencement of or during the course of this **Policy** or at any subsequent renewal date, shall be notified to **Us** as soon as such change comes to **Your** notice.

**We** reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

Notice to any agent or knowledge possessed by any agent or any other person with respect to any alteration or addition shall not effect a change in any part of this **Policy** or prevent **Us** from asserting any right under the terms of this **Policy**, nor shall the terms of this **Policy** be changed, except by endorsement issued by **Us** and made a part of this **Policy**.

### **3. Duties In The Event Of Occurrence of Circumstances or claim or suit**

- i. **You** must notify **Us** in writing immediately of any **Occurrence** which may result in a **Claim**. To the extent possible, notice must include –
  - a. how, when and where the **Occurrence** took place;
  - b. the names and addresses of any injured persons and witnesses; and
  - c. the nature and location of any injury or damage arising out of the **Occurrence**.
- ii. **You** must notify **Us** of any impending prosecution, inquest or fatal accident **Inquiry**. If a **Claim** is made or a **Suit** is brought against **You**, **You** must immediately give **Us** notice of the specifics of the **Claim** or **Suit**. **You** must: -
  - a. immediately send **Us** a copy of any demand, letter, writ, **Claim**, notice of arbitration, process, notice, summons or legal paper received in connection with the **Claim** or **Suit**; and
  - b. retain unaltered and unrepaired any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a **Claim** under this **Policy** for such time as **We** may reasonably require.
- iii. Upon **Our** request **You** must
  - a. authorize **Us** to obtain records and other information,
  - b. cooperate with **Us** in the investigation, settlement or defence of the **Claim** or **Suit**; and
  - c. assist **Us** in the enforcement of any right against any person or organization which may be liable to the **Insured** because of **Bodily Injury** or **Property Damage** to which this insurance may also apply.
- iv. When there is an **Occurrence** which may involve this **Policy**, the first **Named Insured** may, without prejudice as to liability, proceed immediately with settlements and pay **Claims Expenses** with respect to such settlements provided that such settlements and **Claims Expenses**, in their aggregate, do not exceed the **Deductible** shown in the Schedule. The first **Named Insured** will promptly notify **Us** of any such settlements made.
- v. Except as provided in the preceding paragraph, no **Insureds** will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid, without **Our** consent. If the **Insured** shall report any **Occurrence** or **Claim** knowing such to be false or fraudulent, whether with respect to amount or otherwise, this **Policy** shall become void as of the date of such report and the insurance hereunder shall be forfeited.



#### 4. Legal Action Against Us

No person or organization has a right under this insurance to:

- join **Us** as a party or otherwise bring **Us** into a **Suit** seeking damages from an Insured; or
- 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 in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding; but **We** will not be liable for any damages, **Loss**, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organization sues **Us** on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against **Us** must be brought in and determined exclusively in the courts of India, subject to first complying with the Arbitration proceedings provisions set out above.

#### 5. Other Insurance

If other valid and collectible insurance is available to the **Insured** for **Bodily Injury, Property Damage, Personal Injury, Advertising injury** or any other Expenses covered under this **Policy**, other than insurance that is issued specifically as insurance in excess of the Insurance afforded by this **Policy**, and irrespective of-

- i) when such other insurance incept or terminates;
- ii) which insurer provides such other insurance; and
- iii) the basis on which such other insurance applies or is triggered;

this **Policy** shall be excess of and shall not contribute with such other insurance

Nothing in this **Policy** shall be construed to make this **Policy** subject to any of the terms of other insurance.

#### 6. Cancellation

##### Cancellation by Insured

**Policy** may be cancelled at the option of the insured with Fifteen (15) days' notice of cancellation and **We** will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the **Policy**. The balance premium, if any, will be refundable to the insured.

In case of cancellation of **Policy** by the insured, premium would be refunded as per below table subject to there being no **Claim** under the **Policy**:

Period on Risk	% of Premium to be Refunded
Not Exceeding 1 Week	90% of the Annual Premium
Not Exceeding 1 Month	75% of the Annual Premium
Not Exceeding 2 Months	65% of the Annual Premium
Not Exceeding 3 Months	50% of the Annual Premium
Not Exceeding 4 Months	40% of the Annual Premium
Not Exceeding 6 Months	25% of the Annual Premium
Not Exceeding 8 Months	15% of the Annual Premium
Exceeding 8 Months	0% of the Annual Premium

**Cancellation by Insurer:**

This insurance may also at any time be terminated at the option of the **Insurer**, on Fifteen (15) days' notice to that effect being given to the Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.

**Your Policy** will automatically be cancelled from the time **Your Business** becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and / or **Trustee** in bankruptcy is appointed to **You** or any of **Your** assets.

No refund of premium shall be due if the **Insured** has made a **Claim** under this **Policy**.

**7. 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 until the later of three years after termination of this **Policy** or one year after final disposition of all **Claims** arising out of any **Occurrence**, provided notice of which has been given under this **Policy**.

**8. Inspections and Surveys**

**We** have the right, but **We** are not obligated to:

- i) make inspections and/or surveys at any time
- ii) give **You** the reports on the conditions that **We** find; and
- iii) recommend changes

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. **We** do not make safety or compliance inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor do **We** warrant that conditions are safe or healthful or comply with laws, regulations, codes and standards.

**9. Notice**

Any notice required to be given under this **Policy**:

- i) By **You** will be given to **Us** only by mailing or delivering such notice at the address shown in the **Policy Schedule**. Notice to **Our** or **Your** agent will not constitute notice to **Us**.
- ii) By **Us** will be given by mailing or delivering such notice to the **Named Insured** first shown in the **Policy Schedule** at the address shown therein.

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

**10. Policy Modifications**

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**.

**11. Reasonable Care**

Without exception, **You** and **Your Employees** must take all reasonable steps to prevent incurring any **Loss**, damage or liability.

**12. Renewal**

**Digit** is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the **Insured**. The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this **Product**.

**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 a 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 three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators. The arbitration shall be conducted in English and the seat and venue of arbitration shall be in India. The arbitration proceedings shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act, as amended from time to time.

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or **Suit** upon this **Policy** that award by such arbitrator/ arbitrators of the amount of the **Loss** or damage shall be first obtained.

#### **14. Submission means:**

- i. each and every signed proposal form, the statements, warranties, and representations therein, its attachments either in physical or in electronic format;
- ii. the financial statements of any **Named Insured**; and
- iii. other Documents of any **Named Insured** filed with a regulator and all other material information; submitted to **Us** in connection with this **Policy**.

#### **15. Terms**

All statements made in the Proposal for this **Policy** and any material submitted therewith, as a supplement thereto, or required thereby, either in physical or in electronic format are the basis of this **Policy** and, together with the **Policy Schedule** and any Endorsements to this **Policy**, are hereby deemed material and are incorporated into and made a part of this **Policy** and this **Policy** is issued in reliance upon such Proposal and other material submitted to **Us**.

#### **16. Transfer of Rights of Recovery against Others (Subrogation)**

**You** shall take all steps necessary or such steps as are required by **Us** before or after any payment by **Us** under this **Policy** to preserve the rights and remedies which **You** may have to recover the **Loss**. If any payment is to be made under this **Policy** in respect of a **Claim**, **We** shall be subrogated to all **Your** rights of recovery whether or not payment has in fact been made and whether or not **You** have been fully compensated for its actual **Loss**. **We** shall be entitled to pursue and enforce such rights in the name of an Insured, who, both before and after payment under this **Policy**, shall provide **Us** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. **You** shall do nothing to prejudice **Our** rights under this subrogation clause.

**We** agree not to exercise any such rights of recovery against any **Employee** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the **Employee**. In its sole discretion, the Insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

Any amounts recovered in accordance with this clause shall be applied in the following order:

- (i) to compensate **Us** and **You** for the costs incurred in making the recovery (such payment to be allocated between **Us** and **You** in the same proportions as they have borne the costs thereof); and
- (ii) to **Us** up to the amount of the **Loss** paid by **Us**; and
- (iii) to **You** in respect of any uninsured element of the **Claim** (including the **Deductible** under this **Policy**).

#### **17. Transfer of Rights and Duties (Assignment)**

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

### 18. Governing Law & Jurisdiction

Where legally permissible and subject to all terms and conditions of this **Policy**, this **Policy** shall apply to any **Claim** made against **You** within **Coverage Jurisdiction** stated in the **Policy Schedule**. Any interpretation of this **Policy** relating to its construction, validity or operation shall be made exclusively in accordance with the Indian laws.

### 19. Customer Grievance Redressal Policy:

**We** are committed to extend the best possible services to its customers. However, if **You** are not satisfied with **Our** services and wish to lodge a complaint, please feel free to call **Our** 24X7 Toll free number 1800-258-5956 or **You** may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, **We** will send **Our** response.

Senior Citizens can now contact **Us** on 1800-258-5956 or write to **Us** at [seniors@godigit.com](mailto:seniors@godigit.com).

If **You** do not get a satisfactory response from **Us** and **You** wish to pursue other avenues for redressal of grievances, **You** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

#### Address and contact number of Council For Insurance Ombudsman

Office Location	Contact Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka.
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman,	Tamil Nadu,

	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: inscoun@cioins.co.in

## Endorsement Wordings

### 1. Designated Premises Endorsement

It is hereby understood and agreed that notwithstanding anything stated to the contrary anywhere in the policy It is agreed that with respect to Coverages 1, 2 & 3 subject to all Policy terms, conditions, warranties and exclusions, this insurance applies only to bodily injury, property damage, personal and advertising injury and medical expenses arising out of the ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

### 2. Innkeeper's Liability Coverage Endorsement (Bailment Coverage)

**Coverages, Coverage 1.- Bodily Injury and Property Damage Liability, 2. - Exclusions, j). - Damage to Property, (4),** is amended to read:

- (4) Personal property in the care, custody or control of the insured except for sums the Insured becomes legally obligated to pay because of liability for damages because of injury to, destruction of or loss of property belonging to a guest at any of your various "premises", as listed in the policy schedule or any endorsement thereto, where such property is within the "premises", within a hotel safety deposit box or in the Insured's possession. This exception does not apply:
- (a) To any liability the insured assumes under any contract or agreement, other than a contract entered into with the guest, prior to a loss, which increases the Insured's statutory liability;
  - (b) To any loss caused by the spilling, upset or leaking of any food or liquid;
  - (c) To any vehicle, or its equipment, accessories, appurtenances or any property contained therein;
  - (d) To any property in the custody or possession of the insured for laundering or cleaning;
  - (e) To any articles carried or held by a guest as samples or for sale or for delivery after sale.

As respects the coverage provided by this endorsement **Limits of Insurance** is amended to add:

8. Subject to 6 above, the Innkeepers Liability Coverage Limit is the most we will pay under Coverage 1 for damages because of injury to, destruction of, or loss of property belonging to a guest at any of your various "premises".

#### **Innkeepers Liability Limit of Insurance:**

##### **Item 1**

Coverage's	Limit of Liability		
	Each Location	Loss Deductible	Premium
All damage because of loss of property during the policy period to the "registered guest", inclusive of all "guests" lodging with the "registered guest".	As Specified in condition on the schedule	As per policy deductible	Included in the policy premium

##### **Item 2**

The following are the addresses of all premises where the above coverage will apply

Location No.	Address (Show main location, if any, as Location No. 1)
1	Within the "Designated Premises" in the Coverage Territory

For purposes of the coverage provided herein **Definitions section**, is amended to add:

**"Guest"** means any individual receiving lodging or service from the insured. In multipleperson parties each individual is deemed a "guest" of the "premises".

**"Registered Guest"** means the individual under whose name the lodging is reserved.

**"Premises"** means that portion of the building described in the schedule occupied by you in conducting your business as an innkeeper.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

### **3. Valet Parking Extension**

It is hereby agreed and declared that the Insurance under this policy shall extend to include legal liability of the Insured for loss / damage to property of residents / bonafide guests while availing of the Valet Parking facility at the hotel premises and in fenced parking lots outside the hotel premises, secured, managed and operated by the Insured for a sub limited amount mentioned in the schedule, which shall form part of the overall General Aggregate Limit, mentioned in 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 property of residents/ bonafide guests unless the valet parking area maintained by the insured is protected by security guards.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

### **4. 72 hours sudden & Accidental Pollution Coverage As per Endorsement under General Aggregate Limit i.e., Premises Liability Only**

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

1. the discharge, dispersal, release or escape must be neither expected 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. 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 5 enumerated conditions are met rests with the Insured, at the Insured's own expense. Until such proof is accepted by the Company, the Company may, but 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.

Coverage Territory: As per Schedule

Coverage Jurisdiction: As per Schedule

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **5. Non-Owned & Hired Auto Excess Liability Extension**

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

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

- a. Bodily Injury
- b. Property Damage

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

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

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

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

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

#### **Exclusions**

This Insurance does not apply:

- (a) To liability assumed by the **Insured** under any contract or agreement;
- (b) to any obligation for which the **Insured** or any carrier as his Insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law, or under any similar law;
- (c) to **bodily injury** to any employee of the **Insured** out of and in the course of his employment by the **Insured** or to any obligation of the **Insured** to Indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the Insured unless benefits therefore are in whole or in part either payable or required to be provided under any Workmen's Compensation law;
- (d) to **property damage** to
  - (1) Property owned or being transported by the **Insured**, or
  - (2) Property rented to or in the Care, Custody or Control of the **Insured**, or to which the **Insured** is, for any purpose, exercising physical control, other than **property damage** to a residence or private garage by a **private passenger automobile** covered by this Insurance;
- (e) to any liability whatsoever arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, factional civil commotion, terrorism, or military or usurped power;
- (f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waster materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water., but this exclusion does not apply if such discharge, dispersal, release or escape meets all five of the following conditions :
  - (1) the discharge, dispersal, release or escape must be neither expected or intended by the **Insured**, and
  - (2) the beginning of the discharge, dispersal, release or escape must take place during the policy period, and
  - (3) the discharge, dispersal, release or escape must be physically evident to the **Insured** or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape.
  - (4) The initial **bodily injury** or **property damage** caused by the discharge, dispersal, release or escape must ensue within 72 hours of the beginning of the discharge, dispersal, release or escape.
  - (5) Notwithstanding anything to the contrary in condition 4, **Insured's** duties in the event of occurrence, claim or lawsuit or any other policy conditions, all claims made against the **Insured** under this coverage must be reported to the Company as soon as practicable, but not later than 30 days after termination of the policy.

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

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

#### **Persons Insured**

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

- (a) **The Named Insured;**
- (b) Any Partner or Executive Officer thereof, but with respect to a **non-owned automobile**, only while such **automobile** is being used in the business of the **Named Insured;**
- (c) any other person while using a an **own automobile** or **hired automobile** with the permission of the **Named Insured**, provided his actual operation or (if he is not operating) his other actual thereof is within the scope of such permission, but with respect to **bodily injury** or **property damage** arising out of the loading or unloading thereof, such other person shall be an **Insured** only if he is :
  - (1) a lessee or borrower of the **automobile**, or
  - (2) an employee of the **Named Insured** or of such lessee or borrower;

- (d) any other such person or organization but only with respect to his or its liability because of acts or omissions of an **Insured** under (a), (b) or (c) above.

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

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

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

#### **Limits Of Liability**

Regardless of the number of (1) **Named Insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or lawsuits brought on account of **bodily injury** or **property damage** or (4) **automobiles** to which this policy applies, the Company's liability is limited as mentioned in the Schedule and will reduce the General Aggregate Limit of the policy.

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

#### **Coverage Territory**

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

#### **Additional Definitions:**

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

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

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

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

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

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

**Excess Insurance – Hired and non-owned Automobiles**

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

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

**6. Amendment to Liquor Liability Exclusion**

**Exclusion C). of COVERAGE 1** is replaced by the following:

c. **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) Violation of 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.

However, this exclusion does not apply to **bodily injury** or **property damage** arising out of the selling, serving or furnishing of alcoholic beverages at the specific activity(ies) described above.

The amount we will pay for damages pursuant to this coverage is sub limited in the aggregate as per schedule. For the avoidance of doubt, the Limit applicable to this cover is a component of, and payments made thereunder shall erode, the General Aggregate Limit of the Policy.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

**7. Incidental Medical Malpractice Liability Coverage**

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 service 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.

This coverage does not apply to:

- (1) expense incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "insured's Duties in the Event of Occurrence, Claim or 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 business or occupation of providing any of the services described under (A) and (B) above.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

## 8. Terrorism Liability Coverage Endorsement

It is hereby agreed that **COVERAGES** is amended to include the following:

### **Coverage 4 Terrorism Liability Coverage**

#### 1. Insuring Agreement

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

- (1) The amount we will pay for damages pursuant to Coverage 4 is limited only to the sublimit amount mentioned in the schedule. For the avoidance of doubt, the Limit applicable to Coverage 4 is a component of, and payments made thereunder shall erode, the General Aggregate Limit of the Policy.
- (2) Our defense obligation pursuant to Coverage 4 is limited to the sub limit amount mentioned in the schedule. This Limit is a component of, and shall erode, the Limit applicable to Coverage 4 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 costs, subject to our prior authorization as well as paragraph (2) above.

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that 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".

#### 2. Medical Payments Extension sub limited to Medical expenses amount mentioned in the schedule

a. We will pay medical expenses as described below for "bodily injury" caused by **terrorism** on premises you own or rent or on ways next to premises you own or rent, provided that:

- (1) The event takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed Medical expenses limit mentioned in the schedule. The Limit applicable to the Medical Payments Extension to Coverage 4- Terrorism Liability Coverage is a component of, and payments made thereunder shall erode, the General Aggregate Limit of the Policy. We will pay reasonable expenses for: (1) First aid administered at the time of an event; (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and (3) Necessary ambulance, hospital, professional nursing and funeral services.

#### 3. Crisis Containment Extension

a. We will pay **consultant costs** and **crisis expense** incurred during the **crisis coverage period** as a result of a **crisis** first commencing during the policy period and reported to us in writing in accordance with the reporting requirements applicable to this Crisis Containment Extension to Coverage 4 – Terrorism Liability Coverage set forth below. Our liability under this Crisis Containment Extension to Coverage 4 is limited to the amount as specified in policy schedule.

For the avoidance of doubt, this Limit applicable to the Crisis Containment Extension to Coverage 4 – Terrorism Liability Coverage is separate from, and payments made thereunder shall not erode, the General Aggregate Limit of the Policy.

Only reasonable and necessary **consultant costs** and **crisis expense** incurred solely in an effort to contain a potential, actual or threatened **crisis** are covered, subject to the Limit applicable to the Crisis Containment Extension to Coverage 4. **Consultant costs** and **crisis expense** are limited to fees or costs incurred within the **crisis coverage period**. In no event will any amounts claimed and paid under one **crisis** be recoverable under another **crisis**.

In the event of a crisis that may be covered under this Crisis Containment Extension to Coverage 4 – Terrorism Liability Coverage, **You** can contact the consultant, provided always that we have given prior written consent (which consent shall not unreasonably be withheld) to retain the services of such consultant.

#### 4. **Exclusions Applicable to Terrorism Liability Coverage**

This insurance does not apply to:

- a. Coverage 1 and 3 Exclusions: “Bodily injury” or “property damage” excluded under Coverage 1 or Coverage 3 of the Policy.
- b. Computer Hacking: “Bodily injury” or “property damage” caused by **terrorism** by electronic means including computer hacking or the introduction into any computer of any form of corrupting, harmful or otherwise unauthorized instructions or code. This exclusion shall not apply to the detonation of any explosive, bomb or missile which is controlled by any remote device or reliant upon electronic means in its launch, guidance or firing systems.
- c. Nuclear: “Bodily injury” or “property damage” due to nuclear reaction, nuclear radiation or radioactive contamination, however caused.
- d. Governmental Action: Damages arising from any confiscation, nationalization, requisition or “property damage” by or pursuant to the order of any government or governmental entity.
- e. Financial Services: Damages arising from your provision of financial services in violation of generally accepted anti-money laundering and/or anti-terrorist financing principles and standards.
- f. Chemical, biological, bio-chemical, electromagnetic weapons and cyberattack: “Bodily injury” or “property damage” directly or indirectly caused by, contributed by, arising from or in connection with following:
  - o any chemical, biological, bio-chemical or electromagnetic weapon;
  - o the use or operation, as a means for inflicting harm, of any computer virus.

#### 5. **Definitions Applicable to Terrorism Liability Coverage**

For the avoidance of doubt, Coverage 4 is subject to all the terms of the Policy, including Definitions.

- a. Consultant costs means fees and costs of crisis consultants hired with our prior written consent to assist you with a crisis.
- b. Crisis means an occurrence that involves terrorism.
- c. Crisis consultant means the independent crisis consultants previously approved by us for your use in connection with a crisis.
- d. Crisis coverage period means thirty (30) days commencing when the crisis is first reported to us.
- e. Crisis expense means any costs incurred by you pursuant to the recommendation of the crisis consultant directly as a result of the crisis.
- f. Terrorism means the unlawful use of violence against persons or property to further political objectives, and which is intended to intimidate or coerce a government, individuals or persons to modify their behaviour or policies, or an act which is verified by the Government of India as an act of terrorism. Terrorism does not include:
  1. Any act of violence directed at a specific individual or individuals which is motivated by personal reasons specific to the parties, i. e., robbery, crime of passion, murder; or

2. Any act of war or civil war.

6. **Coverage Territory and Coverage Jurisdiction** – As mentioned in the schedule of the policy for the said endorsement.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

**9. Sexual Abuse or Molestation Exclusion**

Notwithstanding anything to the contrary mentioned in the policy or in any of the endorsements hereon, it is hereby declared that this insurance does not apply to bodily injury and loss of or damage to property arising out of:

- (a) The actual, threatened or alleged sexual abuse, sexual molestation, sexual assault, sexual victimization, physical abuse, physical assault, any resulting mental or emotional injury or any coercion to engage in sexual activities on the part of any employee, assistant, volunteer or member of any facility owned, operated or maintained by the Policyholder; or
- (b) The negligent, employment, investigation, supervision, reporting to the proper authorities or failure to so report or retention of any employees, assistant, volunteer or member of any facility owned, operated or maintained by the Named Insured, whose conduct would be excluded by paragraph 1 above.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

**10. Additional Insured Endorsement - where required by written contract**

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

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

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

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **11. Primary and Non-Contributory Clause**

It is expressly understood and agreed that the insurance provided by this Policy is primary for the Insured(s). If at any time any claim arises under the Policy, should there be any other insurance covering the same loss or damage such other insurance shall be only an excess coverage and non-contributing herewith notwithstanding the rights of subrogation against the other Insurers.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **12. Absolute Professional Liability Exclusion**

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

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **13. Sanction Endorsement**

We shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **14. Absolute Cyber Liability Exclusion**

Notwithstanding anything to the contrary elsewhere in this policy, this insurance does not cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **15. Absolute Silica Exclusion**

##### **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.



Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **16. Coverage Territory Endorsement**

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

- a. **Coverage territory** means anywhere in the world, including International waters or airspace, but excluding the United States of America, (including its territories and possessions), Puerto Rico and Canada

is deleted in its entirety and replaced with the following:

- b. **Coverage territory** means:

For General Aggregate – As per mentioned in policy schedule for travel of executives

For Product and Completed Operations – As per mentioned in Policy Schedule

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **17. Coverage Jurisdiction Endorsement**

It is hereby agreed and declared that **COVERAGES; COVERAGE 1 BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 1. Insuring Agreement; b. (3)** of the policy, which reads as follows:

- b. (3) Any claim or **suit** is made or brought in the **coverage territory** or the United States of America, its territories and possessions, Puerto Rico or Canada.

Is deleted in its entirety and replaced with the following:

- b. (3) Any claim is made or suit is brought within, or in accordance with the laws of countries specified below:-

For General Aggregate – As per mentioned in Policy Schedule

For Product and Completed Operations – As per mentioned in Policy Schedule

It is further agreed and declared that **COVERAGES; COVERAGE 2 PERSONAL AND ADVERTISING INJURY LIABILITY; 1. Insuring Agreement; b. of the policy**, which reads as follows:

- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of **your** business, but only if the offense was committed in the **coverage territory** during the policy period. Any claim or **suit** must be made or brought in the **coverage territory** or the United States of America, its territories and possessions, Puerto Rico or Canada.

Is deleted in its entirety and replaced with the following:

- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of **your** business, but only if the offense was committed in the **coverage territory** during the policy period. Any claim or **suit** must be made or brought within, or in accordance with the laws of countries specified above for General Aggregate.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **18. Absolute Communicable Disease Exclusion**

1. Notwithstanding any provision to the contrary within this Policy, this Policy excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the reinsured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Subject always to the limit of liability mentioned in the policy schedule against this cover, terms, conditions, warranties, exclusions and deductible of this Policy.