Digit Comprehensive General Liability Policy (Commercial)
UIN: IRDAN158CP0006V01201920
Policy Wordings

Table of Contents

Preamble 2

Definitions 2

Coverages 6

Section I - Premises and Operations *6*
1. Insuring Clause 6
2. Inbuilt Covers 7
   - 2.1. Act of God Perils 7
   - 2.2. Advertising Signs and Decorations Liability 7
   - 2.3. Care, Custody or Control 7
   - 2.4. Carriage of Effluents (outside the Insured Premises) 7
   - 2.5. Damages to Rented Premises 7
   - 2.6. Excess Motor Vehicle Contingent Liability 7
   - 2.7. Food and Beverage 8
   - 2.8. Lift Liability 8
   - 2.9. Medical Expenses 8
   - 2.10. Sudden and Accidental Pollution Liability 9
   - 2.11. Swimming Pool and Exercise Area Liability 9
   - 2.12. Transportation of Material or Dangerous or Hazardous Substance 9
   - 2.13. Valet Parking 9
3. Specific Exclusions Applicable to Section I 10

Section II - Products and Completed Operations *10*
1. Insuring Clause 10
2. Inbuilt Covers 10
   - 2.1. Technical Collaborator Liability 11
   - 2.2. Vendor Liability 11
3. Specific Exclusions Applicable to Section II 11

Section III - Products Recall *12*
- A. Products Recall Expenses Cover 12
  1. Insuring Clause 12
  2. Specific Exclusions Applicable to A. Products Recall Expenses Cover 12
- B. Products Recall Expenses Liability Cover 13
  1. Insuring Clause 13
  2. Specific Exclusions Applicable to B. Products Recall Expenses Liability Cover 13

Who Is an Insured 14

Special Provisions Applicable to all Sections 16

General Exclusions Applicable to All Sections 17

General Conditions (Applicable to All Sections) 20

Preamble

The proposal and declaration provided by the **Named Insured** to **Us**, Go Digit General Insurance Limited (hereinafter called **DIGIT/Us/We/Our**), 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, exclusions, and limitations in excess of the amount of the **Deductible and Participation Percentage.**

Definitions

1. **Advertising injury**

   Advertising injury means any unintentional:

   1.1. defamation, libel, slander,

   1.2. infringement of copyright of, or passing off a title or slogan;

   1.3. unfair competition, piracy or idea misappropriation contrary to an implied contract;

   1.4. invasion of privacy; or

   1.5. breach of misleading or deceptive conduct provisions of any consumer protection legislation or similar legislation of any country, state or territory;

   committed or alleged to have been committed during the **Policy Period** in any communication given to the public in any form of print media, publication, telecommunication, radio, television, internet or other forms of electronic communication and arising out of **Your** advertising activities in connection with **Your Business** or **Your Products**.

2. **Bodily Injury**

   Bodily Injury means physical injury, sickness or disease including resulting death, humiliation, mental anguish, mental injury, shock, Loss of Consortium.

3. **Business**

   Business means all activities and operations stated in the **Policy Schedule** including:

   3.1. The ownership and occupation of premises, including repair and maintenance of property owned or for which **You** are responsible;

   3.2. 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**;

   3.3. 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

   3.4. the provision or management of canteen, social, sports, Welfare or child care services or activities for **Your Employees** and internal first aid, fire, security and ambulance services;

   3.5. construction of or alteration to, not exceeding a cost as stated in **Policy Schedule**, buildings owned by You;

   3.6. private work undertaken by **Your Employees** for any of **Your Director**s or executives provided they are appropriately qualified to undertake such work; and

   3.7. hire or loan of plant, equipment or goods.

4. **Claim**

   Claim means any writ, summons, application or other originating legal or arbitral process, cross **Claim**, or counter **Claim**

   or appeal served upon an **Insured** alleging the following:

   Section I: Bodily Injury, **Property Damage**, **Personal Injury**, **Advertising Injury**

   Section II: Bodily Injury, **Property Damage**

   Section III: Covered Incident

5. **Claims Expenses**

   Claims expenses means

   - all reasonable and necessary legal fees and other expenses incurred by the Insured in accordance with General Condition - Defence and Settlements of the **Policy** or with the consent of Digit in the investigation, adjustment, settlement or defence of any **Claim** or Suit excluding all salaries of the Insured's **Employees**, **Officers** and **Directors** and office expenses,
   - any such fees and expenses incurred by Us on behalf of the Insured shall be deemed incurred by the Insured;
   - all costs taxed against the Insured in the Suit;
   - pre-judgment interest awarded against the Insured on that part of any judgment that is within the applicable

Limit of Liability; provided that, if **We** make an offer to pay the applicable Limit of Liability, **We** will not pay (a) any pre-judgment interest for that period of time after such offer has been made, and (b) any pre-judgment interest which accrues after entry of the judgment and where Digit has paid, offered to pay, or deposited in court prior to such entry of the judgment.

6. **Compensation**
   Compensation means monies paid or agreed to be paid by judgment or settlement for:
   Section I: Bodily Injury, **Property Damage**, **Personal Injury**, **Advertising Injury**
   Section II: Bodily Injury, **Property Damage**
   Section III: Product Recall Expense
7. **Covered Contract**
   Covered Contract means written contract entered into between **You** and **Your** Customers/Vendors and as described in the Policy Schedule.
8. **Coverage Territory**
   Coverage Territory means
   The country of location of **Your Business** mentioned in the **Policy Schedule**; provided, however, that with respect only to **Occurrence**s which take place in the course of business trips taken by **You**, within the **Coverage Territory** as mentioned in **Your Policy Schedule**.
9. **Covered Incident**
   Covered Incident means
   The recall, recovery of possession or control, or disposal of **Your Product**(**s**) from within the **Coverage Territory,** from a distributor, purchaser, or user of **Your Product**(**s**) because the use or consumption of **Your Product**(**s**) has resulted in **Bodily Injury** or **Property Damage** or poses actual and imminent danger of resulting in **Bodily Injury** or **Property Damage**.
10. **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** (Except **Participation Percentage**) 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, except for **Product Recall Expense** and **Product Recall Expense Liability** Covers wherein a separate **Deductible** shall apply.
11. **Employee**
    Employee means all the persons under a contract of service or apprenticeship with the Insured including “leased worker” but does not include a “temporary worker”.
12. **Extended Reporting Period**
    Extended Reporting Period means the period immediately after expiry of the **Policy period**, during which (subject to the provisions of **Extended Reporting Period**) **You** may notify **Claims** made, or Inquiries commenced, for **Occurrences** which had taken place during the **Policy Period** but **Claims** thereof could not be made during the **Policy period**, provided, however, all **Claims** made during the **Extended Reporting Period** shall be handled as if they Were made on the last day of the expiring **Policy period** and are subject to the limits of liability and the terms, conditions and exceptions of the **Policy**
    The **Extended Reporting Periods**
    a. does not extend the **Policy period** or change the scope of coverage provided.
    b. does not reinstate or increase the Limit of Liability.
    does not apply to **Claims** that are covered under any subsequent insurance the Insured purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such **Claims**.
13. **Insured Premises**
    Insured Premises means the Designated Premises stated in the **Policy Schedule**.
14. **Insured Products**
    Insured Products means the Designated **Product**s stated in the **Policy Schedule**.
15. **Legal Panel**
    Legal Panel means the firms of Lawyer appointed from time to time by **Us** to provide representation on behalf of **You** under this **Policy**.
16. **Named Insured**
    Named Insured means a Natural Person or an entity and its **Subsidiary** specified in the **Policy Schedule**.
17. **Occurrence**

Occurrence means

A fortuitous event or an accident, including continuous, intermittent or repeated exposure to substantially the same

general harmful conditions.

For the purposes of this **Policy**, where a series of, and/or several **bodily injuries**, **Property Damage**s, **personal injuries, advertising injuries or Product Recall Expense** arise out of, are a result of or are attributable directly or indirectly to the same actual or alleged defect, hazard, failure to warn, event, condition, cause or **Covered Incident**, all such **bodily injuries, Property Damages, personal injuries, advertising injuries or Product Recall Expense** shall be deemed to have been caused by the same single **Occurrence**, irrespective of the period or area over which the **bodily injuries, Property Damages, personal injuries, advertising injuries or Product Recall Expense** occur.

18. **Offshore**

Offshore means embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

19. **Participation Percentage**

Participation Percentage means the specified Percentage of the admissible **Claim** amount as stated in the **Policy Schedule**.

You will pay the **Compensation** arising out of **bodily injuries**, **Property Damages**, **personal injuries, advertising injuries, Product Recall Expense** or **Product Recall Expense Liability** or **Financial** which exceeds the **Deductible** to the extent of the **Participation Percentage** stated in the **Policy Schedule.**

No coverage will apply under this **Policy** if **You** obtain insurance for off-setting **Your** liability towards the **Participation Percentage**.

20. **Personal Injury**

Personal Injury means injury, other than **Bodily Injury**, arising out of one or more of the following Offenses:

20.1. false arrest, detention, false imprisonment, wrongful imprisonment, malicious prosecution or humiliation;

20.2. the publication or utterance of a statement that is libelous or slanderous, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:

20.3. when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this **Policy**; or

20.4. when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by **You** or on **Your** behalf;

20.5. wrongful entry or wrongful eviction or other invasion of the right to private occupancy;

20.6. assault and battery not committed by **You** or at **Your** direction unless committed for the purpose of preventing or eliminating danger to persons or property;

21. **Policy period**

Policy Period means the period of time commencing on the Inception Date or **Retroactive Date** (as applicable) and terminating on the Expiration Date and Time shown in the **Policy Schedule**, at the address of the **Insured**, provided, however, that such Expiration Date may be modified in accordance with **General Condition 3 - Cancellation** of the **Policy**.

22. **Policy Schedule**

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

23. **Pollutant**

Pollutants means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic, hazardous substance or contaminant, including but not limited to lead, smoke, vapor, dust, fibres, mould, spores, fungi, mycota or by-products, germs, soot, fumes, acids, alkalis, chemicals, lead or products containing lead and waste materials. Such waste materials includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

Pollutants shall also mean a hazardous substance as defined under the Indian Public Liability Insurance Act, 1991 or any statutory amendments made thereto or modification thereof, or any other similar law for the time being in force.

24. **Pollution**

Pollution means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any Pollutant whether in a solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.

25. **Policy**

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

26. 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.

27. Product

Product means

Any tangible goods or **Products** other than real Property after they have ceased to be in **Your** possession, custody or control which are or is deemed to have been manufactured, constructed, erected, installed, repaired, altered, serviced, renovated, treated, grown, extracted, produced, processed, assembled, imported, exported, sold, supplied, distributed or being traded under **Your** name or any person or organization whose Business or assets **You** have acquired , including any labelling, packaging, instructions and directions associated therewith and any container thereof other than a Vehicle associated with such container.

It does not include vending machines or other property loaned or rented to or located for the use of others but not sold by **You.**

28. Product Recall Expense

Product Recall Expense means the reasonable and necessary costs incurred during the twelve (12)-month period commencing on the first day such costs are incurred by reason of a **Covered Incident**, if such costs are incurred exclusively by **You** for the recall, removal, recovery of possession or control, or disposal of **Your Product**(**s**). These costs are limited to the following:

1. Communications to notify others of a **Covered Incident**, including but not limited to, radio and television announcements and printed advertisements;
2. The cost of shipping **Your Product**(**s**) from any purchaser, distributor or user to the place or places **You** designate; but excluding any expenses directly or indirectly arising out of, based upon, or attributable to the dismantling, dismounting, disassembling or installation, mounting or assembling **Your Product**
3. The actual cost of disposal of **Your Products**, but only to the extent that specific methods of disposal other than those usually employed for trash discarding or disposal, are required to avoid **Bodily Injury** or **Property Damage** as a result of such disposal;
4. The extra expense to rent additional warehouse or storage space.
5. The cost to hire additional persons other than **Your** regular **Employee**s to assist in the process of communication, shipping and other ancillary responsibilities arising out of a **Covered Incident**;
    a. Remuneration paid to **Your** regular **Employee**s, other than salaried **Employees**, at basic rates of salary or wage for necessary straight time or overtime;
    b. Expense incurred by **Employee**s, including transportation and accommodations,

29. Property Damage

Property Damage means:

a. Physical damage to, destruction of or Loss of tangible property including the Loss of use thereof at any time resulting therefrom; or
b. Loss of use and/or Loss of value of tangible property which has not been physically damaged, physically lost or physically destroyed, provided such Loss of use and/or Loss of value is caused by physical damage to, physical Loss of or physical destruction of other tangible property; and includes denial of access to property, premises, services or facilities, interference with or stoppage of vehicular or pedestrian traffic; and
c. trespass, nuisance or interference with right of way or right to light air or water, easement or quasi-easement.

30. Related Claim

Related Claim means any **Claims** alleging, arising out of, based upon or attributable to the same facts or alleged facts, or circumstances.

31. Retroactive Date

Retroactive Date means the date(s) as shown in **Policy Schedule**.

This insurance does not apply to **Bodily Injury**, **Property Damage**, **Personal Injury**, **Advertising injury, Covered Incident** which occurs before the **Retroactive Date**, and is always subject to

a. Narrower of applicable Limits and
b. Lower of applicable coverage
c. Evidence of Expiring cover through until **Retroactive Date**

32. Settlement Value

Settlement Value means in respect of any **Claim** covered under this **Policy**:

32.1. the full amount Claimed; or

32.2. any settlement offer from the Claimant(s) which is capable of acceptance.

Where the Claimant(s)' costs, if applicable, are not quantified by the Claimant, **We** will also pay a reasonable sum to **You** to represent these costs.

33. Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or any other alternative dispute resolution proceeding in which such damages are sought and to which the Insured must submit or does submit with **Our** consent.

34. Terrorism

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

35. Third Party

Third Party means any entity or natural person except (i) any Insured; or (ii) any other entity or natural person having a Financial Interest or executive role in the operation of the **Named Insured**.

36. We, Us, Our, Digit, Insurer

means Go Digit General Insurance Limited

37. You, Your, Insured

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

38. Your work means:

38.1. Work or operations performed by **You** or on **Your** behalf; and

38.2. Materials, parts, or equipment furnished in connection with such work or operations.

Your work includes:

i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your work; and

ii. The providing of or failure to provide warnings or instructions.

Coverages

Section I - Premises and Operations

1. Insuring Clause

If **You** have opted for this Section, **We** will indemnify **You** for all amounts, which **You** become legally liable to pay as **Compensation** arising out of the following **Occurrence** during the **Policy period** within the **Coverage Territory** as a result of a **Claim** in connection with **Your Business**, subject always to the Limit of Liability mentioned in the **Policy Schedule**, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**

a. Bodily Injury;

b. Property Damage;

c. Personal Injury; or

d. Advertising injury,

Provided that,

I. these injuries or damages did not occur before the **Retroactive Date,** if any, shown in **Policy Schedule** or after the end of the **Policy period**; and

II. A **Claim** for **Compensation** arising out of these injuries or damage is first made against **You**, in accordance with the paragraph (III) below, during the **Policy period** or any **Extended Reporting Period We** agreed.

III. A **Claim** by a person or organization seeking **Compensation** arising out of injuries or damages will be deemed to have been made at the earlier of the following times:

i. When notice of such **Claim** is received and recorded by **You** or by **us**, whichever comes first; or

ii. When **We** make settlement in accordance with the Insuring Clause 1 above.

All **Claims** for **Compensation** because of **Bodily Injury** to the same person, including **Compensation** Claimed by any person or organization for care, Loss of services, or death resulting at any time from the **Bodily Injury**, will be deemed to have been made at the time the first of those **Claims** is made against **You**.

All **Claims** for **Compensation** because of **Property Damage**, **Personal Injury** and **Advertising injury** causing **Loss** to the same person or organization will be deemed to have been made at the time the first of those **Claims** is made against **You**.

2. Inbuilt Covers

The inbuilt covers and the Limit of Liability for each cover under **Section I – Premises and Operations** is mentioned in **Your Policy Schedule**, wherever applicable. These limits are within the Limit of Liability opted under **Section I – Premises and Operations.** The terms and conditions for each of the inbuilt cover is as mentioned below.

2.1. Act of God Perils

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** arising out of Act of God Perils like Storm, Typhoon, Flood, Inundation, Earthquake and similar natural causes, subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**

2.2. Advertising Signs and Decorations Liability

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** as a result of any accidents occurring in connection to **Your** advertising signs, neon signs, decorations and the like in or about the **Insured Premises** as mentioned in **Your Policy Schedule**, provided that such property is under regular inspection and maintenance is carried out by qualified personnel.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**

2.3. Care, Custody or Control

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** as a result of **Property Damage** to a property whilst under **Your** care, custody and control.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**

2.4. Carriage of Effluents (outside the Insured Premises)

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** as a result of an accident directly caused by treated effluents whilst being carried by pipe lines outside the **Insured Premises** to the discharge point as declared and mentioned in **Your Policy Schedule**, excluding **Pollution** risk, howsoever caused unless specifically agreed and mentioned in **Your Policy Schedule**.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.5. Damages to Rented Premises

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** as a result of **Property Damage** to the Premises, while rented to **You** or temporarily occupied by **You** with permission of the Owner, if such **Property Damage** is caused by

1. Fire
2. Explosion
3. Water Discharged from a pipe or water system; or
4. Impact of a motor vehicle.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.6. Excess Motor Vehicle Contingent Liability

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** as a result of an accidental physical **Property Damage** occurring in connection with the motor vehicles used in the course of **Your Business** including vehicles registered in **Your** name and vehicles hired by **You** or **Your Employee**s, provided that **We** shall not be liable for

(1) damage to property belonging to **You** or **Your Employee**s or held in trust by or in the custody or control of **You** or being conveyed by such vehicle.

(2) Loss or damage to motor vehicle used in the course of **Your Business** including vehicles registered in **Your** name and vehicles hired by **You** or **Your Employee**s.

(3) Any **Claim** where at the time of **Occurrence** of the accident giving rise to such **Claim** there is any other existing insurance covering the same liability except only as regards any excess beyond the limit of liability as described in the **Policy Schedule**.

(4) Any **Claim** arising whilst such vehicle is

(a) being used otherwise than for **Your Business** or engaged in racing pace-making reliability trial or speed testing.

(b) being driven with the general consent of **You** or **Your** representative by any person who to the knowledge of **You** or such representative does not hold a license to drive such vehicle unless such person has held and is not disqualified for holding or obtaining such license.

(c) Being driven under Violation of Motor Vehicle Act or any similar law.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.7. Food and Beverage

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** as a result of **Bodily Injury** due to poisoning by food or non-alcoholic beverage supplied by **You** at or from **Your Insured Premises**.

This cover excludes any **Claim** resulting from Drugs and medicines supplied by **You** at or from **Your Insured Premises**.

Provided always that **You** shall at all times take every possible precaution to prevent the sale or supply of any food and beverages which are contaminated and not fit for human consumption.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.8. Lift Liability

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** as a result of an accident directly caused in connection to the normal operational use of the elevators and/or escalators at the **Insured Premises,** provided that regular inspection and maintenance of the elevators and/or escalators shall be carried out by qualified engineers.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.9. Medical Expenses

Coverage:

We will pay the medical expenses described below, incurred by **You** as a result of **Bodily Injury** caused by an accident:

1. On premises **You** own or rent;
2. On ways next to premises **You** own or rent; or
3. Because of **Your** operations;

Provided that:

1. The accident takes place in the **Coverage Territory** and during the **Policy period**;
2. The expenses are incurred and reported to **Us** within one year of the date of the accident; and
3. The injured person submits to examination, at **Our** expense, by physicians of **Our** choice as often as **We** reasonably require.

We will make these payments regardless of fault and will pay reasonable medical expenses incurred only 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.

Specific Exclusions to this Cover:

We will not pay expenses for **Bodily Injury**:

1. To any **Insured**.
2. To a person hired to do work for or on behalf of any **Insured** or a tenant of any **Insured**.
3. To a person injured on that part of premises **You** own or rent that the person normally occupies.
4. To a person, whether or not an **Employee** of any **Insured**, if benefits for the **Bodily Injury** are payable or must be provided under an **Employee**'s **Compensation** or disability benefits law or a similar law.
5. To a person injured while taking part in athletics.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.10. Sudden and Accidental Pollution Liability

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** as a result of **Bodily Injury and/or Property Damage** in consequence of sudden and accidental discharge, emission, spillage or leakage of **Pollutants** upon or into the seas, waters, land or air.

Provided always that **You** establish that the discharge, emission, spillage or leakage giving rise to liability hereunder meets all of the following condition:

1. it was sudden and was unintended and unexpected by You;
2. it first commenced at a specific time and date during **Policy period**;
3. it became physically evident to **You** or other parties within seventy-two (72) hours of its commencement;
4. the initial **Bodily Injury**, **Property Damage** must have ensued within seventy-two (72) hours of its commencement
5. it was reported in accordance with the notice requirement of this **Policy** after having become known to the insured.
6. Is indemnified in not more than one annual period of original insurance.

But under no circumstance shall this insurance cover any fines, penalties, punitive or exemplary damages howsoever described or the cost of removing, nullifying or cleaning-up **Pollutants**.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.11. Swimming Pool and Exercise Area Liability

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** as a result of Bodily **Injury** happening in or around or arising out of the ownership, use or operation of **Your** swimming pool, pool side area and/or exercise area provided that:

1. all equipment is maintained and serviced in accordance with the manufacturer's instruction
2. appropriate safety signs are provided where necessary that give instructions on the safe use of the pool and/ or equipment and/or exercise area and/or pool side area.
3. all equipment is structurally safe being operated and maintained in a safe manner
4. users are made fully aware of the pool and/or exercise area rules and the need to be responsible for their own safety
5. lifeguard is present or in the absence of a lifeguard, a member of staff is/are designated as "on call" to respond immediately to any alarm and deal with any emergency. It is essential that such staff are trained in pool rescue, first aid and cardiopulmonary resuscitation (CPR) techniques
6. a written safety procedure is displayed at the entrance, changing rooms, poolside and exercise area. The notice should include (but not be limited to) the following information: -
   - The times when the pool / exercise area is open
   - A clear warning if the pool does not have a lifeguard
   - Children (under 15 years of age) do not use the pool without adult supervision
   - Non-swimmers should not bathe alone
   - Locations and use of the rescue equipment
   - Location and use of the emergency telephone/alarm and instructions to its use in an emergency

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.12. Transportation of Material or Dangerous or Hazardous Substance

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** as a result of an **Bodily Injury and/or Property Damage** directly caused by material or dangerous or hazardous substance as declared by **You** whilst being transported by rail or road or pipeline, excluding **Pollution** risk, howsoever caused unless specifically agreed and mentioned in **Your Policy Schedule**.

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

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**

2.13. Valet Parking

We will indemnify **You** for all amounts which **You** become legally liable to pay as **Compensation** arising out of the use of any motor vehicle which is not **Your** Property or provided by **You** and being used by **Your** authorized **Employee** solely for the purpose of valet parking. **We** shall not be liable for any **Claim** arising while such vehicle

is being driven by any person other than **Your** authorized **Employee**(s) or for any purpose other than provision of valet parking service.
Provided that, **We** shall be liable to pay a **Claim** under this Cover only if **You** are not entitled to indemnity under any other Insurance.
Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

3. Specific Exclusions Applicable to Section I

3.1. We will not pay any **Claim** arising out of any **Product and Completed Operations Liability**.

3.2. We will not pay for any **Claim** arising out of any **Bodily Injury** or **Property Damage** caused by any martial art or contact sport.

3.3. Professional Liability

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering of or failure to render professional advice or service by **You** or any error or omission in connection therewith.
However, this exclusion does not apply to:

i) the rendering of or failure to render medical advice or service by Medical Persons employed by **You** to provide first aid and other medical services on **Your** premises to **Employee**s or to persons other than **Employee**s in the event of an emergency; or
ii) **Bodily Injury** or **Property Damage** arising from advice or service given gratuitously.
iii) **Bodily Injury** or **Property Damage** arising from advice given in respect of the use or storage of **Your Products**.

Section II - Products and Completed Operations

1. Insuring Clause

If **You** have opted for this Section, **We** will indemnify **You** for all amounts, which **You** become legally liable to pay as **Compensation** arising out of the following **Occurrence** during the **Policy period** within the **Coverage Territory** as a result of a **Claim** in connection with **Your Product(s)**, subject always to the Limit of Liability mentioned in the **Policy Schedule**, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**

a. Bodily Injury;
b. Property Damage;

Provided that,

i. these injuries or damages did not occur before the **Retroactive Date,** if any, shown in **Policy Schedule** or after the end of the **Policy period**; and
ii. A **Claim** for **Compensation** arising out of these injuries or damage is first made against **You**, in accordance with the paragraph (iii) below, during the **Policy period** or any **Extended Reporting Period We** agreed.
iii. A **Claim** by a person or organization seeking **Compensation** arising out of injuries or damages will be deemed to have been made at the earlier of the following times:
  (i) When notice of such **Claim** is received and recorded by **You** or by **us**, whichever comes first; or
  (ii) When **We** make settlement in accordance with the Insuring Clause 1 above.

All **Claims** for **Compensation** because of **Bodily Injury** to the same person, including **Compensation** Claimed by any person or organization for care, Loss of services, or death resulting at any time from the **Bodily Injury**, will be deemed to have been made at the time the first of those **Claims** is made against **You**.
All **Claims** for **Compensation** because of **Property Damage** causing **Loss** to the same person or organization will be deemed to have been made at the time the first of those **Claims** is made against **You**.

2. Inbuilt Covers

The inbuilt covers and the Limit of Liability for each cover under **Section II – Products and Completed Operations** is mentioned in **Your Policy Schedule**, wherever applicable. These limits are within the Limit of Liability opted under **Section II – Products and Completed Operations**. The terms and conditions for each of the inbuilt cover is as mentioned below.

2.1. Technical Collaborator Liability

The `**Insured**' definition is amended to include any person or organization designated in the **Policy Schedule** as `Collaborator' as an **Insured** but only with respect to the Technical Collaboration Agreement between the **Named Insured** and the Collaborator.

2.2. Vendor Liability

The `**Insured**' definition is amended to include any person or organization designated in the **Policy Schedule** as `Vendor' but only with respect to the distribution or sale in the regular course of the vendor's Business of the **Named Insured's Product**s Designated in the **Policy Schedule** subject to the following additional provisions:

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

a. Any Expressed Warranty or any distribution or sale for a purpose unauthorized by You.
b. **Bodily Injury** or **Property Damage** arising out of:
   a. Any act of the vendor which changes the condition of the **Products**.
   b. Any failure to maintain the **Product** in merchantable condition
c. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of **Business**, in connection with the distribution or sale of the **Products**,
d. **Products** which after distribution or sale by **You** have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the vendor
e. Any fittings and/or manual work additions and alterations of whatsoever nature carried out to the **Product** by the vendor.
f. **Bodily Injury** or **Property Damage** occurring within the Vendor's Premises.
g. The insurance does not apply to any person or organization, as **Insured** from whom the **Named Insured** has acquired such **Products** or any ingredient, part or container, entering into, accompanying or containing such **Products**.

3. Specific Exclusions Applicable to Section II

3.1. We will not pay any **Claim** arising out of **Premises and Operations Liability**.

3.2. We will not pay any **Claim** arising out of any Products-Completed Operations Hazard:

A. Any **Bodily Injury** and **Property Damage** arising out of:
i) **Products** that are still in **Your** physical possession; or
ii) 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:
   a. 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**;
   b. The existence of tools, uninstalled equipment or abandoned or unused materials; or
   c. **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 Aggregate Limit mentioned in **Your Policy Schedule**.

3.3. Product Recall, Product Guarantee, Product Tampering, Product Contamination, Product Extortion**.**

3.4. Damage to Product or Defective Work

Property Damage to:

i) any **Product** resulting from or attributable to any defect therein or the harmful nature or unsuitability thereof. Provided that the application of this shall be limited to only that part of the **Product** which is considered defective, harmful or unsuitable.

ii) any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by **You** or on **Your** behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work. But this exclusion does not apply to **Property Damage** resulting from such work.

3.5. Faulty workmanship:
The cost of performing completing, correcting or improving any work undertaken by the insured.

3.6. Product Guarantee or Warranty
Any **Product** guarantee or warranty given by **You** or on **Your** behalf. This exclusion does not apply to legislative requirements concerning Product safety and information.

3.7. Professional Liability
any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering of or failure to render professional advice or service by **You** or any error or omission in connection therewith.
However, this exclusion does not apply to:
i) the rendering of or failure to render medical advice or service by Medical Persons employed by **You** to provide first aid and other medical services on **Your** premises to **Employees** or to persons other than **Employee**s in the event of an emergency; or
ii) **Bodily Injury** or **Property Damage** arising from advice or service given gratuitously.
iii) **Bodily Injury** or **Property Damage** arising from advice given in respect of the use or storage of **Your Products**.

Section III - Products Recall

A. Products Recall Expenses Cover

1. Insuring Clause
If **You** have opted for this Cover, **We** will pay **You** for all the covered **Product Recall Expenses**, which **You** incur arising out of a **Covered Incident**, if initial written notice to **Us** of the **Covered Incident** takes place during the **Policy period**, and the **Covered Incident** takes place in the **Coverage Territory.**

Subject always to the Limit of Liability mentioned in the **Policy Schedule**, terms, conditions, exclusions, **Deductible** and **Participation Percentage** of this **Policy**.

2. Specific Exclusions Applicable to A. Products Recall Expenses Cover

i. **We** will not pay for **Product Recall Expense** for the cost or expense to repair, recondition, decontaminate or otherwise treat the recalled **Products** so as to render them marketable.
ii. **We** will not pay for **Product Recall Expense Liability**.
iii. **We** will not pay for **Product Recall Expense** for the cost or expense arising out of the failure of **Your Product(s)** to accomplish their intended purpose
iv. **We** will not pay for **Product Recall Expense** or **Compensation** or **Claims Expense** on account of:
a) Arising out of a decrease in **Product** sales realized subsequent to the announcement of the **Covered Incident** and due to Loss of customer faith or approval, as Well as any costs incurred to attempt an increase in **Product** sales or to regain customer approval;
b) **You** incur because **Your Product(s)** is similar to, or **Your Product(s)** has the same trade or brand name but is of a different batch than, the **Product** which has been, or is being, recalled;
c) Arising out of an intentional act or omission that **You** knew or should have known could reasonably lead to a **Covered Incident**;
d) Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of the **Products**;
e) Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency.
f) Arising out of any pre-existing condition or situation that **You** knew or should have known of prior to the initial attachment of coverage under this **Policy** or any predecessor **Policy** issued by **Us**, which could cause a **Covered Incident**.
g) Based on the sale of **Your Product**(**s**) after **You** knew or should have known that **Your Product**(**s**) had been banned or declared unsafe by any governmental authority.
h) Arising solely as a result of intervention by any governmental or public authority.

i) Arising from the supply of **Your Product(s)** prior to the **Retroactive Date** shown in the **Policy Schedule**.
j) Arising out of deliberate or alleged contamination, tamper or adulteration.
k) Arising prior to the unqualified acceptance of **Your Product(s)** by or on behalf of **Your** customers.
l) Arising directly or indirectly out of:
   I. Any actual or alleged failure, malfunction or inadequacy of:
   II. Any of the following, whether belonging to any Insured or to others:
      a. Computer hardware, including microprocessors;
      b. Computer application software;
      c. Computer operating systems and related software;
      d. Computer networks;
      e. Microprocessors (computer chips) not part of any computer system; or
      f. Any other computerized or electronic equipment or components; or
   III. Any other **Products**, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed above,
   due to the inability to correctly recognize, process, distinguish, interpret or accept any date change.
m) Arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of **Pollutants**.
n) Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or **Products** containing lead or leaded materials.
o) Arising out of any financial, economic or consequential Loss which **You** are legally liable to pay or is incurred by any **Third Party** even if this arises out of a **Covered Incident**.
p) Arising out of any **Product** which is intended for incorporation into the structure, machinery or controls of any aircraft.
q) For any **Bodily Injury** and **Property Damage**
r) Arising out of a **Covered Incident** occurring prior to the inception of this **Policy**
s) Arising out of any **Covered Incident** which **You** Were aware of prior to inception of this **Policy**

B. Products Recall Expenses Liability Cover

1. Insuring Clause

If **You** have opted for this Cover, **We** will Pay **You** the Covered **Product Recall Expense**s that **You** become legally liable to pay arising out of a **Covered Incident** to which this insurance applies i.e.

a. **Product Recall Expense** that **You** become legally liable to pay arising out of a **Covered Incident** if the initial written notice to **Us** of the **Covered Incident** takes place during the **Policy period**, and the **Covered Incident** takes place in the **Coverage Territory**; and
b. **Your** responsibility to pay **Compensation** and **Claims Expenses** under the **Product Recall Expense** Liability Cover is determined in a **Suit** on the merits in the **Coverage Territory** or in a settlement **We** agree to.

Subject always to the Limit of Liability mentioned in the **Policy Schedule**, terms, conditions, exclusions, **Deductible** and **Participation Percentage** of this **Policy**.

2. Specific Exclusions Applicable to B. Products Recall Expenses Liability Cover

i. **We** will not pay for **Product Recall Expense**.
ii. **We** will not pay for **Product Recall Expense** for the cost or expense arising out of the failure of **Your Product(s)** to accomplish their intended purpose.
iii. **We** will not pay for **Product Recall Expense Liability** or **Compensation** or **Claims Expense** on account of:
   a) Arising out of a decrease in **Product** sales realized subsequent to the announcement of the **Covered Incident** and due to Loss of customer faith or approval, as Well as any costs incurred to attempt an increase in **Product** sales or to regain customer approval;
   b) **You** incur because **Your Product(s)** is similar to, or **Your Product(s)** has the same trade or brand name but is of a different batch than, the **Product** which has been, or is being, recalled;
   c) Arising out of an intentional act or omission that **You** knew or should have known could reasonably lead to a **Covered Incident**;
   d) Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of the **Products**;
   e) Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency.

f) Arising out of any pre-existing condition or situation that **You** knew or should have known prior to the initial attachment of coverage under this **Policy** or any predecessor **Policy** issued by **us**, which could cause a **Covered Incident**.
g) Based on the sale of **Your Product**(**s**) after **You** knew or should have known that **Your Product**(**s**) had been banned or declared unsafe by any governmental authority.
h) Arising solely as a result of intervention by any governmental or public authority.
i) Arising from the supply of **Your Product(s)** prior to the **Retroactive Date** shown in the **Policy Schedule**.
j) Arising out of deliberate or alleged contamination, tamper or adulteration.
k) Arising prior to the unqualified acceptance of **Your Product(s)** by or on behalf of **Your** customers.
l) Arising directly or indirectly out of:
   I. Any actual or alleged failure, malfunction or inadequacy of:
   II. Any of the following, whether belonging to any Insured or to others:
      a. Computer hardware, including microprocessors;
      b. Computer application software;
      c. Computer operating systems and related software;
      d. Computer networks;
      e. Microprocessors (computer chips) not part of any computer system; or
      f. Any other computerized or electronic equipment or components; or
   III. Any other **Products**, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed above,
   due to the inability to correctly recognize, process, distinguish, interpret or accept any date change.
m) Arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of **Pollutants**.
n) Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or **Products** containing lead or leaded materials.
o) Arising out of any financial, economic or consequential Loss which **You** are legally liable to pay or is incurred by any **Third Party** even if this arises out of a **Covered Incident**.
p) Arising out of any **Product** which is intended for incorporation into the structure, machinery or controls of any aircraft.
q) For any **Bodily Injury** and **Property Damage**
r) Arising out of a **Covered Incident** occurring prior to the inception of this **Policy**
s) Arising out of any **Covered Incident** which **You** Were aware of prior to inception of this **Policy**

Who Is an Insured

Sole Proprietorships

If **You** are an individual, then **You** and **Your** spouse are the Insured; but **You** and **Your** spouse are the Insured only with respect to the conduct of a Business of which **You** are the sole owner.

If **You** die:

• Persons or organisations having proper temporary custody of **Your** property are the Insured; but they are the Insured only with respect to the maintenance or use of such property and only for acts until **Your** legal representative has been appointed; and

• **Your** legal representatives are the Insured; but they are Insured only with respect to their duties as **Your** legal representatives. Such legal representatives will assume **Your** rights and duties under this **Policy**.

Partnerships, Joint Ventures or Unincorporated Organisations

If **You** are a partnership established in accordance with the laws prevailing in India, a joint venture established in accordance with the laws prevailing in India or an unincorporated organisation, including but not limited to an association of persons or a private trust functioning in accordance with the laws prevailing in India, then **You** are an Insured. **Your** partners and their spouses in the case of a partnership; joint venture partners and their spouses in the case of a joint venture; principal office bearers and their spouses in the case of an unincorporated organisation are the Insured; but they are the Insured only with respect to the conduct of **Your Business**.

Other Organisations

If **You** are an organisation other than a partnership, joint venture or unincorporated organisation, then **You** are an Insured. **Your Director**s and **Officer**s are also the Insured; but they are the Insured only with respect to their duties as **Your Director**s or **Officer**s. **Your** stockholders and their spouses are the Insured; but they are the Insured only with respect to their liability as **Your** stockholders.

Employees

Your Employees are the Insured; but they are the Insured only for acts within the scope of their employment with **You** or while performing duties related to the conduct of **Your Business**.

However, no **Employee** is an Insured for:

A. any injury:
   1. to **You**, to any of **Your Director**s, members, **Officer**s or partners (whether or not an **Employee**) or to any co-**Employee** while such injured person is either:
      I. in the course of his or her employment; or
      II. while performing duties related to the conduct of **Your Business**;
   2. to the brother, child, parent, sister or spouse of the persons described in subparagraph A.1. above as a consequence of any injury described in that subparagraph; or
   3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. Above.

B. **Property Damage** to any property owned, occupied or used by **You** or by any of **Your Director**s, members, **Officer**s or partners (whether or not an **Employee**) or by any of **Your Employees**.

Insured Subsidiary or Newly Acquired or Formed Organisations

If there is no other commercial general liability insurance available to such organizations, the following organisations will qualify as **Named Insured**:

A. **Your** incorporated or registered **Subsidiary** organisation in the Country as mentioned in the **Policy Schedule** of which, at the beginning of the **Policy period** and at the time of **Loss**, **You** control, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation; or

B. an incorporated or registered **Subsidiary** organisation in the Country as mentioned in the **Policy Schedule You** acquire or form during the **Policy period**, if at the time of **Loss, You** control, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation. However, unless **We** agree to extend coverage for an additional period (in accordance with the provisions of the paragraph under Limitations On Who Is An Insured), coverage under this provision is afforded only for **Bodily Injury** or **Property Damage** that did not occur later than:
   - Number of days as per **Policy Schedule** after such acquisition or formation is executed; or
   - the end of the **Policy period**; whichever is earlier.

Limitations on Who Is an Insured

A. Except to the extent provided under the **Subsidiary** or Newly Acquired or Formed Organisations provision above, no person or organisation is an Insured unless such person or organisation is shown as a **Named Insured** in the Declarations.

B. No person or organisation is an Insured with respect to the:
   1. ownership, maintenance or use of any assets; or
   2. conduct of any person or organisation whose assets, Business or organisation;

   You acquire, either directly or indirectly, for any injury or damage that occurred, in whole or in part, before such acquisition is executed.

C. No person or organisation is an Insured with respect to the:
   1. ownership, maintenance or use of any assets **You** acquire;
   2. conduct of any person or organisation whose assets, Business or organisation **You** acquire; or
   3. conduct of any organisation **You** form;

   during the **Policy period**, either directly or indirectly, for any injury or damage that occurs later than:
   - Number of days as per **Policy Schedule** after such acquisition or formation is executed; or
   - the end of the **Policy period**;

whichever is earlier, unless each of the following conditions are met:

- **You** give **Us** written notice describing the acquisition or formation for which **You** are requesting an extension of coverage for an additional period;
- **We** agree to issue an endorsement to extend coverage for an additional period (up to the end of the **Policy period**) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by Us; and
- **You** accept such terms and conditions and pay such premiums promptly when due.

Special Provisions Applicable to all Sections

1. Right to Defend

We will have the right to defend **You** against any **Suit** seeking **Compensation** for **Bodily Injury** or **Property Damage** or **Personal Injury** or **Advertising injury** or **Product Recall Expense**s or **Product Recall Expense** Liability in accordance with General Condition 4 – Defence and Settlement of this **Policy**. However, **We** will have no duty to defend **You** against any **Suit** seeking **Compensation** for **Bodily Injury** or **Property Damage** or **Personal Injury** or **Advertising injury** or **Product Recall Expense**s or **Product Recall Expense** Liability to which this insurance does not apply, or which does not arise out of a **Covered Incident** or **Occurrence**. **We** may, at **Our** discretion, investigate any **Occurrence**, Event, **Covered Incident** and settle any **Claim** or **Suit** that may result, but:

1. The amount **We** will pay as **Compensation** for **Bodily Injury** or **Property Damage** or **Personal Injury** or **Advertising injury** or **Product Recall Expenses** or **Product Recall Expense Liability** is limited to the amount mentioned in **Your Policy Schedule** against each of the above-mentioned Sections/Covers.
2. Our right to defends ends when **We** have used up the applicable limits of insurance in the payment of judgments or settlements under each of the above-mentioned Sections/Covers.

2. Compensation for Court Attendance

If **You** attend court as a witness, at **Our** request, in connection with a **Claim** in respect of which **You** are entitled to indemnity under this **Policy**, **We** will provide **Compensation** to **You** at the rates as stated in **Your Policy Schedule**, per day for each day on which attendance is required in respect of:

a) any of **Your Director**, **Officer** or partner;
b) any of **Your Employee**.

The **Compensation** payable for Court Attendance is not in addition but is a part of the Limits of Liability under the respective Section/Cover.

3. Claim Preparation Costs

We will pay **You** during the **Policy period** for reasonable professional fees and such other expenses incurred by **You** for the preparation of any **Claim** that is covered under this **Policy**, provided always that such cover shall not include any **Claims Expenses**.

Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions and exclusions of this **Policy**.

4. Extended Reporting Period

If this **Policy** is neither renewed nor replaced with an insurance **Policy** for the same interest **You** shall be entitled to an **Extended Reporting Period** of number of days as opted by **You** and mentioned in Your Policy Schedule, granted automatically, from the date of expiry of the **Policy** provided no insurance is in force during this **Extended Reporting Period** for the same interest.

5. Limits of Liability

We will only be liable under this **Policy** for **Compensation** in respect of any **Bodily Injury** or **Property Damage** or **Personal Injury** or **Advertising injury** or **Product Recall Expenses** or **Product Recall Expense Liability** in excess of **Deductible** and **Participation Percentage**.

1. The Limits of Liability shown in the **Policy Schedule** and the rules below specify the maximum **We** will pay regardless of the number of:
   a) **Insureds**;
   b) **Claims** made, or **Suits** brought; or
   c) Claimants.

Subject to the following paragraph, the Each **Occurrence** Limit stated in the **Policy Schedule** is the maximum **We** will pay in total for the sum of:

a) all **Compensation** for all any **Bodily Injury** or **Property Damage** or **Personal Injury** or **Advertising injury** or **Product Recall Expenses** or **Product Recall Expense Liability** arising out of any one **Occurrence**; and

b) **Claims Expenses** in connection therewith.

2. The Aggregate Limit stated in the **Policy Schedule** is the maximum **We** will pay in total for the Sum of all **Compensation** for all **Bodily Injury** or **Property Damage** or **Personal Injury** or **Advertising injury** or **Product Recall Expenses** or **Product Recall Expense Liability** arising out of all **Occurrence**s during each Policy Year and all **Claims Expenses** and in connection therewith.

All sums indemnifiable under this **Policy** for **Bodily Injury** or **Property Damage** or **Personal Injury** or **Advertising injury** or **Product Recall Expenses** or **Product Recall Expense Liability** will be paid by **Us** in the order that such sums are presented to **Us** for indemnification.

6. Advance Payment of Claims Expenses

We shall pay **Claims Expenses** covered by this policy within thirty (30) days after sufficiently detailed invoices for those costs are received by **Us**. The **Named Insured** shall reimburse **Us** for any payments which are ultimately determined not to be covered by this **Policy**.

General Exclusions Applicable to All Sections

We will not be liable under this **Policy** in respect of:

1. Personal Injury or Advertising injury

Personal Injury or **Advertising injury** directly or indirectly caused by, in connection with or contributed to by or arising from:

i) failure of performance of any contract, but this exclusion does not apply to **Claims** for unauthorized appropriation of ideas based upon alleged breach of an implied contract; or

ii) infringement of trade mark, service mark or trade name, but this shall not relate to titles or slogans; or

iii) incorrect description of any good or **Product**; or

iv) mistake in advertised price; or

v) any publication, utterance or testimonial used or made at **Your** direction and with **Your** knowledge of the inaccuracy or falsity of the publication, utterance or testimonial; or

vi) the failure of **Your Products** or services to conform with advertised performance, quality, fitness or durability; or

vii) **Your Business**, if **Your** principal **Business** or occupation is advertising, broadcasting, publishing or telecasting.

2. Aircraft Products

Any **Product** designed or manufactured for the purpose of controlling, guiding, propelling or other capabilities or attributes related to the mobility or direction of an Aircraft or other **Products** which are actually incorporated, with **Your** knowledge, into an Aircraft for such purposes.

3. 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.”

4. Asbestos

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from asbestos or asbestos **Products** or asbestos contained in any **Products**. However, this Exclusion does not apply to actual or alleged **Loss**, cost, expenses or liability where such **Loss**, cost, expense or liability is not related to asbestos content of goods, materials or **Products** or completed operations.

5. Contractual liability

any liability or obligation assumed by the **Insured** under any agreement or contract except to the extent that:

i) the liability or obligation would otherwise have been implied by law;

ii) the liability or obligation arises from a provision in a contract for lease of real or personal property other than a provision which obliges the **Insured** to effect insurance or provide indemnity in respect of the subject matter of contract;

iii) the liability or obligation is assumed by the **Insured** under any warranty under the requirement of any legislation in India in respect to **Product** safety.
iv) the liability or obligation is assumed under performance of **Covered Contract** specified in the schedule.

6. Damage to Property

Property Damage to:

i) Property **You** own, rent or occupy;
ii) Premises **You** sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;
iii) Property loaned to you;
iv) Personal property in the care, custody or control of the **Insured**;
v) 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
vi) That particular part of any property that must be restored repaired or replaced because **Your work** was incorrectly performed on it.

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

Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (vi) of this exclusion does not apply to **Property Damage** included in the Section II - Products-completed operations hazard as specified under Specific Exclusion applicable to Section 3.2.

7. Deliberate acts

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any deliberate act or omission of the **Insured** or any **Employee** and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.

8. Information Technology hazards, Computer Data, Program and Storage media Exclusion

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

9. Progressions of known Bodily Injury or Property Damage:

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising out of **Bodily Injury** or **Property Damage** that is a change, continuation or resumption of any injury or damage Deemed Known, before the beginning of the **Policy period**, to have occurred.

10. 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.

11. 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.

12. Loss of Use

The Loss of use of tangible property which has not been physically damaged or destroyed resulting from:

i) a delay in or lack of performance by **You** or on **Your** behalf of any contract; or
ii) the failure of a **Product** or any work performed by **You** or on **Your** behalf, to meet the level of performance, quality, fitness or durability warranted or represented by **You**. But this exclusion does not apply to Loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the **Product** or work performed by **You** or on **Your** behalf after the **Product** or work has been put to its intended use by any person or organization other than **You**.

13. Radioactivity

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from

I. Ionizing radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise;

II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear Weapon or nuclear component thereof.

However, this exclusion does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are used or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

14. War and Terrorism

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny , military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, **Terrorism** or loot, sack or pillage in connection therewith, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

15. Prior Acts

any liability arising from or attributable to any **Bodily Injury, Property Damage, Personal Injury**, **Advertising injury, or Covered Incident** first occurring prior to the **Retroactive Date**, if any, specified in **Your Policy Schedule**.

16. Prior Claims/ Circumstances

This Insurance does not apply to any **Claims**, circumstances made prior to the inception of this **Policy** including any **Related Claims** thereto, or arising out of, based upon or attributable to a circumstance which has been properly notified under any other policy or certificate of insurance attaching prior to the inception of this **Policy** including any **Related Claims** thereto.

17. Employee's Compensation and Similar Laws

This insurance does not apply to any obligation of the **Insured** under any **Employee**'s **Compensation**, disability benefits or unemployment **Compensation** law or any similar law.

18. Employer's Liability

1. This insurance does not apply to **Bodily Injury** to an **Employee** of the Insured arising out of and in the course of:
   I. employment by the Insured; or
   II. performing duties related to the conduct of the Insured's **Business**.
2. This insurance does not apply to **Bodily Injury** to the brother, child, parent, sister or spouse of such **Employee** as a consequence of any injury described in paragraph 1. above.

Points 1. and 2. above apply:

I. whether the Insured may be liable as an employer or in any other capacity; and

II. to any obligation to share damages with or repay someone else who must pay damages because of any injury described in Points 1. and 2. above.

19. Pollution

1. This insurance does not apply to any damages, **Loss**, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**.
2. This insurance does not apply to any damages, **Loss**, cost or expense arising out of any:
   I. demand, order, request or regulatory or statutory 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
   II. **Claim** or proceeding by or on behalf of a governmental authority or others 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**.

Points 1. and 2. above apply regardless of whether or not the **Pollution** was expected, gradual, intended or preventable.

20. Sanctions and Limitations

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 or 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.

21. Iran Risk Clause

This **Policy** does not provide any cover, and does not include any liability to pay any **Claim** or provide any benefit hereunder, in respect of any risk related to Iran, unless such risk is specifically disclosed and agreed in writing by the insurer.

General Conditions (Applicable to All Sections)

1. **Admission of Liability**

   Unless **You** have obtained **Our** prior written consent, neither **You** nor any of **Your Employee**s, 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 and Participation Percentage**.

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. **Cancellation**

   a. **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

   b. **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.

   c. **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.

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

4. **Allocation**

   In the event that any **Claim** involves both covered matters and matters or persons not covered under this **Policy**, a fair and proper allocation of any **Claims Expenses**, Compensation, judgments and/or settlements shall be made between each Insured and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this **Policy**.

5. Contract Rights

Nothing in this **Policy** is intended to confer an enforceable benefit on any **Third Party**, whether pursuant to legislation equivalent to the United Kingdom Contract (Rights of Third Parties) Act 1999 or otherwise.

6. Defence and Settlements

We will have the right, but in no case the duty, to take over and conduct in the name of the **Insured** the defence of any **Claim** and will have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and having taken over the defence of any **Claim** may relinquish the same. In the event that **We** decide that representation by a Lawyer is necessary (such decision to be at **Our** sole discretion) then **You** shall select one of the **Legal Panel** to provide such legal representation. In the event that **We**, at **Our** sole discretion, chooses to exercise **Our** right pursuant to this condition, no action taken by **Us** in the exercise of such right will serve to modify or expand in any manner **Our** liability or obligations under this **Policy** beyond what **Our** liability or obligations would have been, had it not exercised its rights under this condition.

Irrespective of whether **We** have exercised **Our** right under this Section to take over the defence of any **Claim**, **We** shall have the right to recommend that the **Insured** settle such **Claim** for the **Settlement Value**. The **Insured** may decline to settle any **Claim** which **We** so recommend that it settle; provided, however, that in the event the **Insured** shall elect to contest or continue to contest such **Claim** after **We** have recommended it be settled, **We** may withdraw from the matter, and **Our** liability shall not exceed the **Settlement Value** and the amount of **Claims Expenses** incurred with **Our** consent prior to the date on which **We** first recommended settlement less the applicable **Deductible** and **Participation Percentage**.

We may in the case of any **Claim** pay to the first **Named Insured** the amount of **Our** applicable **Limit of Liability** or **Settlement Value** less **Deductible** and **Participation Percentage**. Upon such payment being made there is no further cover available under the **Policy** for that **Claim** and shall constitute a full and complete release and discharge of **Our** liabilities in respect of all and any such **Loss** whether suffered directly by the **Named Insured** or not.

7. Dispute Resolution (Arbitration)

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

8. Interpretation

Words and expressions in the singular shall include the plural, and vice versa. Also, where a term of this **Policy** is not specifically defined, it is agreed that the definition normally attributed to it by any applicable law or business practice shall apply. In this **Policy** capitalised and bolded words have special meaning and are defined.

This **Policy**, its Schedule and any endorsements are one contract in which, unless the context otherwise requires:

(i) headings are descriptive only, not an aid to construction;
(ii) the male includes the female and neuter;
(iii) all references to specific legislation include amendments to and re-enactments of such legislation; and
(iv) references to positions, offices or titles shall include their equivalents in any jurisdiction in which a **Claim** is made or **Inquiry** conducted.

9. Duties in the Event of Occurrence of Circumstance 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 and Participation Percentage** 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 **Insured**s 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.

10. 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**.

11. Related Claims

If during the **Policy period,** a **Claim** is made, or a circumstance is notified in accordance with the requirements of this **Policy** any **Related Claim** made after expiry of the **Policy period** will be accepted by **Us** as having been:
(i) made at the same time as the notified **Claim** was made or the relevant circumstance was notified; and
(ii) notified at the same time as the notified **Claim** or circumstance.
All **Related Claims** shall be deemed to be one single **Claim** and deemed to be made at the date of the first **Claim** of the series or at the first circumstance notified, whichever is first.

12. 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.

13. 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.

14. 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**.**

15. 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.

16. 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 incepts 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.

17. Fraudulent Claims

If any Insured shall give any notice or **Claim** cover for any **Loss** under this **Policy** knowing such notice or **Claim** to be false or fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under the **Policy**, and the Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this **Policy** in its entirety, and in such case, all cover for **Loss** under the **Policy** shall be forfeited, all premium shall be deemed fully earned and non-refundable and the **Named insured** shall reimburse the Insurer for any payments made under this **Policy**.

18. Plurals, Headings and Titles

The descriptions in the headings and titles of this **Policy** are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this **Policy**, words in Bold typeface have special meaning and are defined. Words that are not specifically defined in this **Policy** have the meaning normally attributed to them.

19. 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**.

20. Reasonable Care

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

21. 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**.

22. Sole Agent

The first **Named Insured** shown in the **Policy Schedule** shall be the sole agent of all **Insured** under this **Policy** for the purposes of:

i) ascertaining all information requested in the Proposal for this **Policy**;

ii) submitting the Proposal and any other underwriting information for this **Policy** or any renewal hereof;

iii) giving and receiving any required notice under this **Policy**;

iv) effecting or accepting any amendment to, or cancellation of this **Policy**;

v) paying all premiums and receiving any return premiums that may become due under this **Policy**;

vi) keeping records of the information that **We** need for premium adjustment and sending **Us** copies of such records at such times as **We** may request;

vii) accepting any sums paid by **Us** to the **Insured** in connection with **Our** liability under this **Policy**; and
viii) submission of a dispute to arbitration.

23. 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**.

24. 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**.

25. 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** and **Participation Percentage** under this **Policy**).

26. 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**.

27. 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. 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.

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.

Email: grievance@godigit.com

For further information, please refer the below link,

https://www.godigit.com/claim/grievance-redressal-procedure

The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting https://bimabharosa.irdai.gov.in/

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

Sl. No	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-2665 2049
3	BHOPAL	UC of India Zonal Office Blda. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.ca.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200
4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 0172-2773101, 0172-2990938, 0172-2706196, 0172-2707468, 0172-2772101, 0172-2990942
6	CHENNAI	Fatima Akhtar Court, 4th fir 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.in	044-24333668, 044-24333678
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi- 110002.	Email : oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 0361-2632204 0361-2732937, 0361-2632205
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom A. C. Guards. Lakdi-ka-pool, Hyderabad 500004	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 040-23312122 040-23376S99, 040-23328709
10	JAIPUR	Jeevan Nidhi II, Ground Floor Bhawani Singh Road Ambedkar Circle Jaipur -302005.	E-mail: oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi- 682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 0484-2358734, 0484-23S8336
12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.in	033-22124339, 033-22124341
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road, Hazratgani, Lucknow- 226001,	E-mail: oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co.in	022-69038800, 022-69038827 /8829, 022-69038831/8832
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 0120-2514253, 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 061-22547068
17	PUNE	3rd Floor Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 022-20812869

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
For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on https://www.cioins.co.in/Ombudsman