Digit Life Science Liability Insurance Policy

UIN: IRDAN158CP0006V01202324

Policy Wordings

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While you're reading this policy, if you get confused or have a query, or you are referring to this policy because you have a claim to make, please call us at 1800-258-5956 or mail us at hello@godigit.com

***Note**: This Policy Wordings provides detailed terms, conditions and exclusions for all Sections available under this product. Kindly refer to the Policy Schedule to know exact details of Sections opted by You. Only Wordings, Terms and Conditions related to Sections mentioned in Your Policy Schedule are applicable. If the Section(s) and respective Sum Insured/Limits are not mentioned in the Policy Schedule means the same is/are not opted by You.*

A. PREAMBLE

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

B. DEFINITIONS

Certain words and phrases used throughout the **policy** have specific meanings and this section helps to understand them.

1. **Accidental Contamination** shall mean any accidental or unintentional contamination, impairment or mislabelling during the production process or distribution with the potential to result in:
    a. **Bodily Injury** within 120 days of consumption; or
    b. adverse publicity implying that it would cause **Bodily Injury**, whether this is true or not; or
    c. **Property Damage.**
2. **Act of Terrorism** shall mean 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.
3. **Asbestos** shall mean minerals in any form including, but not limited to, fibres or dust.
4. **Asbestos Hazard** shall mean:
    a. an actual exposure or threat of exposure to **Asbestos** or the harmful properties of **Asbestos**; or
    b. the presence of **Asbestos** in any place whether or not within a building or structure.
5. **Bodily injury** shall mean physical injury, sickness or disease including any mental injury, mental anguish, shock or death if directly resulting from this physical injury, sickness or disease.
6. **Business** shall mean the business of the **Policyholder** described in any proposal and referred to in the Policy **Schedule**, and shall include:
    a. ownership, repair, maintenance and decoration of the Policyholder's own property and premises occupied by the **Policyholder**;
    b. provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **Person Employed** and first aid, fire, security and ambulance services;
    c. participation by the Insured in exhibitions anywhere in the world;
    d. private work undertaken by any **Person Employed** for any director, **business** partner or **Employee** of the **Policyholder** with the prior written consent of the Policyholder.
7. **Claim** shall mean a written demand for, or a written assertion of a right to, compensation, money, services, relief or redress in respect of any liability insured by this **Policy** made against and notified to any **Insured**. The date of the first written demand to any **Insured** shall represent the date that the **Claim** is first made against the **Insured**. For the purposes of Section 8 (Government Instructed Product Withdrawal) only, **Claim** shall include a specific instruction by a relevant government to recall **Products**.
8. **Insured's Company** shall mean **Policyholder** and shall include **Subsidiary Companies**. It shall not mean or include any pension scheme or fund established for it's own directors, officers and **employees**.
9. **Computer System** shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by the **Insured** or any other party.
10. **Conditions of Compensation** shall mean the conditions set out under that heading in this **Policy**.
11. **Cross Liabilities** shall mean any liability of any one or more **Insured** to any other **Insured(s)**.
12. **Cyber Act** shall mean any:
    a. unauthorised, malicious, or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**; or
    b. hacking, cyber attack, virus, worm, spyware, trojan horse, phishing, malicious computer programme or malicious code.

13. **Cyber Incident** shall mean any:
    a. error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;
    b. errors in creating, amending, entering, deleting or using **Data**;
    c. partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**;
    d. damage to or **loss**, destruction, erasure, corruption or alteration of **Data** on any **Computer System**;
    e. inability, delay or failure to receive, send, access, permit access or use **Data**; or
    f. unauthorised access to or disclosure of any personal or corporate information.
14. **Data** shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**
15. **Deductible** shall mean the sum specified as such in the **Policy Schedule** that the **Insured** shall pay before the **Company** shall be liable to make any payment. **Legal Costs** and other costs and expenses shall be subject to the **Deductible**.
16. **Documents** shall mean deeds, wills, agreements, maps, plans, records, books, letters, policies, forms, computer programs or information stored, written or punched into card or tape or magnetic discs or taped or any other **data** media and **documents** of any nature whatsoever, whether written, printed or reproduced by any other method. **Documents** shall not mean or include money, cheques, travelers' cheques, registered cheques, postal or money orders, bullion, negotiable or non–negotiable instruments, stamps, bonds, stock, shares, coupons, bank notes and currency.
17. **Employee** shall mean a person under a contract of service or apprenticeship with the **Policyholder**.
18. **Employment Practice Claim(s)** shall mean a **Claim** made by an **Employee** or former **Employee** of the **Insured's Company** based upon:
    a. unlawful discrimination on the basis of an individual's race, color, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference or other status protected under applicable law;
    b. sexual harassment;
    c. defamation which relates to a person's job skills, job performance, qualifications for employment, professional reputation, disciplinary history or termination of employment;
    d. wrongful or unfair termination of employment or refusal to employ; or
    e. an adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law or his or her support of the employment rights of another.
19. **Financial Loss** shall mean a pecuniary loss, cost or expense not occasioned by **Bodily Injury** or **Property Damage** that is sustained by any party other than the **Insured** and which arises directly from the defective or harmful condition of the **Products.**
20. **Human Clinical Trial** shall mean any clinical trial or healthy volunteer study which complies with the statutory requirements or guidelines of the relevant person, authority, department or public or private body in the country in which the trial takes place.
21. **Independent Lawyer** shall mean a judge, retired judge, barrister or solicitor who is selected to adjudicate a **claim** for compensation under the **Conditions of Compensation** within Section 4 (No Fault Compensation for **Human Clinical Trials**) of this **Policy**.
22. **Insured** shall mean the **Policyholder** and shall also include:
    a. any director or business partner of the **Policyholder**, but only whilst acting in their respective capacities for the **Policyholder;**
    b. any **Person Employed**, including medical doctors, medical nurses and dentists, but only whilst acting within the scope of their duties for the **Policyholder;**
    c. the **Subsidiary Companies**,
    but, in each case, only in respect of legal liability for which the **Policyholder** would have been entitled to indemnity under this **Policy** if the **claim** for which indemnity is sought had been made against the **Policyholder**. In addition the **Insured** shall also include:
    d. the officers, committees and members of the **Policyholder's** canteen, social, sports, educational and welfare organizations and first aid, fire, security and ambulance services in their respective capacities as such;
    e. any director, business partner or **Employee** of the **Policyholder** in respect of private work undertaken by any **Person Employed** for such director, business partner or **Employee** with the prior written consent of the **Policyholder**;

f. any member of a Scientific Advisory Board or Medical Advisory Board of the **Policyholder** in such capacity;
g. any Institutional Review Board or Ethics Committee of the **Policyholder** (or any member of such board or committee) that has approved a **Human Clinical Trial** which is the subject of this **Policy**.

Each **Insured** shall, as if he were the **Policyholder**, be subject to the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**.

23. **Insured Person(s)** shall mean:
    a. in respect of all **Claims** other than **Employment Practice Claims**, any natural person who was, is or during the **Period of Insurance** becomes a director or officer of the **Insured's Company**, an **Employee** of the **Insured's Company** acting in a managerial or supervisory capacity, an **Employee** of the **Insured's Company** who is named as a co-defendant with a director or officer of the **Insured's Company** in respect of a **Claim** or any other natural person who may at any material time be deemed to be such a director, officer or **Employee** of the **Insured's Company** acting in a managerial or supervisory capacity;
    b. in respect of **Employment Practice Claims**, any natural person who was, is or during the **Period of Insurance** becomes a director, officer or **Employee** of the **Insured's Company** and any other natural person who may at any material time be deemed to be such a director, officer or **Employee** of the **Insured's Company** within the meaning of any applicable law or regulation;
    c. in the event of the death, incompetency or bankruptcy of any **Insured Person** as defined in sub-paragraphs (a) or (b) above, such **Insured** Person's estate, heirs, legal representatives or assigns;
    d. the lawful spouse or civil partner of any **Insured Person** as defined in sub-paragraphs (a) or (b) above, but only to the extent that such spouse or civil partner is a party to any **Claim** solely in his or her capacity as the spouse or civil partner of any **Insured Person(s**) and only for the purposes of any **Claim** in which a proprietary or restitutionary right or remedy is sought over or in respect of property jointly owned by the **Insured Person** and the spouse or civil partner or property transferred from the **Insured** Person to the spouse or civil partner, and only to the extent that such **Insured Person** is or, but for such transfer, would have been covered for such **Claim**;
    e. any natural person who is deemed a shadow director (as defined in Section 251 of the Companies Act 2006 or any equivalent legislation in the jurisdiction in which the **Insured's Company** is domiciled) or a de-facto director of the **Insured's Company**; or
    f. an approved person who performs the controlled functions (as specified by the Financial Conduct Authority in its Table of Controlled Functions in its Supervision Manual at 10A.4.4 of its Handbook and as specified by the Prudential Regulation Authority in its Table of Controlled Functions in its Supervision Manual at 10B.4.3 of its Handbook, each as may be amended from time to time or any equivalent Authorized document) for the **Insured's Company.**
24. **Insured Person(s) shall not mean or include any external auditor or any insolvency practitioner.**
25. **Investigation** shall mean any formal hearing, **investigation** or inquiry by any official body in relation to possible misconduct by any **Insured Person** in their capacity as such. **Investigation** shall not mean or include routine regulatory supervision, enquiry, inspection or compliance review, internal **investigation** or any **investigation** into the activities or practices of the **Insured Person's** industry which is not related solely to the **Insured Person's** conduct in their capacity as such.
26. **Legal Costs** shall mean:
    a. costs of legal representation at:
        I. proceedings in any court arising from any alleged breach of statutory duty resulting in any **Occurrence**;
    b. all other costs and expenses reasonably and necessarily incurred in the **investigation**, adjustment, defence, negotiation or appeal of any **Claim** or in relation to any **Occurrence** which may form the subject of a **claim** for indemnity under this **Policy** (including costs of representing the **Insured** in civil proceedings); and
    c. **legal costs** and legal expenses reasonably and necessarily incurred in the defence of a **Claim** which is indemnified under this **Policy**,

    provided, in each case, that such costs and expenses are incurred with the prior written consent of the Company. **Legal Costs** shall not mean or include any **business**, internal or overhead expenses of **Insured**, including any wages, salaries, commission, expenses, benefits, bonuses or other remuneration, or the cost of **Insured's** time.
27. **Legal Representation Expenses** shall mean reasonable and necessary **legal costs** and legal expenses incurred by or on behalf of an **Insured Person** with the **Company's** prior written consent in their representation at an **Investigation.**

28. **Limits of Liability** shall mean the monetary limit of the **Company's** liability as stated in the **Policy Schedule**, which shall not be increased by any circumstance other than a written endorsement signed by the **Company.**
29. **Loss** shall mean:
    a. compensatory damages, judgments and / or costs awarded against an **Insured** Person by a court or tribunal empowered to do so;
    b. settlements in respect of any **Claim** for compensatory damages, interest and / or costs, provided such settlement has been entered into with the Company' prior written consent;
    c. **Legal Costs**; and
    d. legal fees, costs and expenses which, by order of a court or tribunal, the **Insured's Company** is required to pay to any of its shareholder or to any claimant or complainant (other than the **Insured's Company** or an **Insured** Person).

    Loss shall not mean or include taxes, fines, penalties, disgorgement, restitution, constructive trusts, aggravated, exemplary, punitive, vindictive, liquidated damages or any other damages resulting from the multiplication of damages and any liability deemed uninsurable by law in the jurisdiction in which the payment is to be made.

    In respect of any **Employment Practice Claim**, **Loss** shall not mean or include:
    a. any obligation pursuant to any law or any regulation in any jurisdiction in respect of workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits or any similar law or regulation whatsoever;
    b. in respect of any **Employment Practice Claim** brought in the United States of America, any obligation pursuant to the following laws of the United States of America:
        I. The Workers Adjustment and Retraining Notification Act Public Law 100-379 (1988) and any amendments thereto;
        II. The Consolidated Omnibus Budget Reconciliation Act of 1985 and any amendments thereto;
        III. The Occupational Safety and Health Act or any equivalent act and any amendments thereto; or
        IV. any similar provision of any law, regulation, decree or ordinance of any country, state or municipality;
    c. any salary, wages or employment-related benefits to which the claimant became entitled while in the employment of the **Insured's Company;**
    d. any salary, wages or employment-related benefits to which the claimant would have been entitled as an **Employee** of the **Insured's Company,** but for the **Wrongful Act** giving rise to a **Claim**;
    e. any damages or compensation for or in respect of breach of any express contractual term whereby the **Insured's Company** was or would have been liable to compensate the claimant for the **Wrongful Act** giving rise to the **Claim** or in any other circumstances; or
    f. any liability or costs incurred by any **Insured** Person to modify any building, property or working arrangement in order to make such building, property or working arrangement more accessible or accommodating to any disabled persons.
30. **Malpractice** shall mean a negligent act, negligent error or negligent omission committed by the **Insured** or by any person or organisation acting on behalf of the **Insured** in the provision of medical services in the conduct of the **Business** to a patient or patients. This definition is extended to include treatment administered at the scene of a medical emergency, accident or disaster by any **Insured** who is present, either by chance or in response to an emergency call following such medical emergency, accident or disaster, commonly known as a "Good Samaritan Act".
31. **Medical Devices** shall mean health or medical instruments used in the treatment, mitigation, diagnosis or prevention of a disease or an abnormal physical condition.
32. **Occurrence** shall mean an event (including, but not limited to, continuous or repeated exposures to the same conditions or substance). All such exposure to substantially the same conditions or substance shall be deemed to be one **Occurrence**.
33. **Other Contingencies** shall mean accidental nuisance, accidental trespass or accidental interference with any easement, right of air, light, water or way.
36. **Outside Company** shall mean an entity:
    a. in which the **Insured's Company** holds any issued share(s); or
    b. which is a tax-exempt non-profit organisation, tax-exempt trade association or registered charity.
37. **Outside Company** shall not mean or include an entity which:
    a. is a **Subsidiary of Insured's Company**; and / or
    b. has any of its debt securities or equity securities publicly traded in the United States of America, unless expressly included by endorsement(s).

38. **Period of Insurance** shall mean the period from the inception to the expiration of this **Policy** as stated in the **Policy Schedule** or its earlier termination date, if any.
39. **Person Employed** shall mean any:
    a. **Employee** of the **Policyholder**;
    b. labour master or person supplied by a labour master;
    c. **person employed** by labour only sub-contractors;
    d. self-employed person;
    e. person hired or borrowed by the **Policyholder**;
    f. person undertaking study or work experience;
    g. person supplied under any Youth Training or similar government scheme;
    h. volunteers,

    in each case, while such person is working for the **Policyholder** in connection with the **Business**
40. **Pharmaceutical** shall mean any placebo, or any substance taken by mouth, injected into a muscle, the skin, a blood vessel or a cavity of the body or applied to the skin to treat or prevent a disease, condition or symptom.
41. **Policy** shall mean collectively:
    a) this document, including its terms, conditions, limitations, exclusions and all other provisions;
    b) the **Policy Schedule**;
    c) any endorsement(s);
    d) any proposal form(s); and
    e) all other information provided by or on behalf of the **Policyholder** in connection with this insurance.
42. **Policyholder** shall mean the person or entity identified as such in the **Policy Schedule.**
43. **Policy Territory** shall mean the territory specified as such in the **Policy Schedule.**
44. **Pollutants** shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned and reclaimed.
45. **Pollution or Contamination** shall mean:
    a. any **pollution or contamination** of buildings or other structures or of water, land or the atmosphere; and / or
    b. any **loss**, damage or injury directly or indirectly caused by such **pollution or contamination**.
46. **Products** shall mean any goods or **products**, including labelling and instructions, made, sold, handled or distributed by or for the **Insured** in connection with the **Business** after the **Insured** has relinquished possession of such goods or **products**.
47. **Property Damage** shall mean accidental physical damage to, **loss** of or destruction of material property of a third party. It shall not include **loss** of computer **data**.
48. **Research Subject** shall mean any person participating in a **Human Clinical Trials**
49. **Retroactive Date** shall mean the date specified as such in the **Policy Schedule.**
50. **Policy Schedule** shall mean the form, labelled as such and attached to this **Policy**, which forms a part thereof and contains contract details referred to in the wording.
51. **Subsidiary Company(ies)** shall mean any organisation in respect of which the **Policyholder** (either directly or indirectly through one or more **subsidiary companies**) at or before the commencement of the **Period of Insurance** and at the time the act, error, omission, **Malpractice**, circumstance, fact, incident, event, **occurrence** or **Wrongful Act** giving rise to a **Claim** is alleged to have occurred:
    a) controls the composition of the board of directors;
    b) holds or controls as a member more than half the voting power; or
    c) holds or has subscribed to more than half of the issued share capital.

    If, during the **Period of Insurance**, the **Policyholder** acquires or creates an entity and:
    a) the **Policyholder** holds or has subscribed to more than half of the issued share capital of the entity; and
    b) the entity has total assets of less than twenty five percent (25%) of the total assets of the **Policyholder**, as recorded in the latest annual audited report and accounts; and
    c) the entity has no securities listed in the United States of America,

    this **Policy** shall automatically extend to include such entity as a **Subsidiary Company** without notice to **Us** or additional premium being payable, but only in respect of acts, errors, omissions, circumstances, facts, incidents, events or **occurrences** arising after the entity becomes a **Subsidiary Company**
52. **Wrongful Act(s)** shall mean any actual or alleged **wrongful act** or wrongful omission (or, in respect of derivative claims, any proposed **wrongful act** or wrongful omission) on the part of an **Insured Person** in their capacity as such. Related or continuous or repeated or causally related **Wrongful Acts** shall be deemed, for the purposes of

this **Policy**, to be a single **Wrongful Act** occurring on the date of the first of any such series or, if continuous, when such **Wrongful Act** first occurred.

53. **We/Us/Our/Insurer/ Company:** Go Digit General Insurance Limited
54. **You/Your/Yourself/Insured /** means the **Insured** Person and/ that **We** insure as set out in the **Policy Schedule**.

C. COVERAGES

SECTION 1 - PUBLIC LIABILITY

(LEGAL COSTS IN ADDITION)
"OCCURRENCE" BASIS

COVER

If **You** have opted for this section, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. legal liability for damages in respect of **Bodily Injury**, **Property Damage** or **Other Contingencies** caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** in connection with the **Business**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above.

LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities **insured** under this **Policy**; (ii) persons or entities claiming damages for **Bodily Injury**, **Property Damage** or **Other Contingencies**; and (iii) **Claims** made on account of **Bodily Injury**, **Property Damage** or **Other Contingencies**, the liability of the **Company** shall be limited as follows:

a) the limit of the **Company's** total liability to indemnify the **Insured** for damages and claimants' costs and expenses under paragraphs (1) and (2) above in respect of any one **Occurrence** shall not exceed the **Limits of Liability** for this Section 1.
b) for the purpose of applying the **Limits of Liability** for this Section 1, any series of **Occurrences** attributable to one source or original cause shall be deemed to be one **Occurrence**.
c) for the purpose of applying the **Limits of Liability** for this Section 1, all **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
d) the liability of the **Company's** to indemnify the **Insured** for damages and claimants' costs and expenses in respect of all **Pollution or Contamination** shall not exceed the **Limits of Liability** for this Section 1 in the aggregate for the **Period of Insurance**.

For the purposes of this Section 1, **Legal Costs** are not subject to the **Limits of Liability** and are payable in addition to the **Limits of Liability**.

EXTENSIONS APPLICABLE TO SECTION 1

The following extensions are only provided if they are described as "Covered" on the **Policy Schedule**.
Unless otherwise stated, the following extensions are subject to the terms, conditions, **Limits of Liability** for this Section 1 and exclusions of this **Policy**.

i. OVERSEAS PERSONAL LIABILITY EXTENSION

If **You** have opted for this extension, the **Company** shall indemnify the **Insured** and any director, business partner or **Employee** of the **Insured**, against:

1) legal liability incurred in a personal capacity for damages in respect of **Bodily Injury**, **Property Damage** or **Other Contingencies** caused by an **Occurrence** happening during the **Period of Insurance** where such liability is incurred in a personal capacity while the **Insured** or, if applicable, the director, business partner or **Employee** of the **Insured**, is temporarily outside the **Policy Territory** in connection with the **Business**;
2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3) **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above.

The **Company** shall not be liable to indemnify the **Insured**, or any director, business partner or **Employee** of the **Insured**, under this extension in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

a. any ownership or occupation of land or buildings.
b. any liability for which the **Insured**, or any director, business partner or **Employee** of the **Insured**, is entitled

to indemnity under any other insurance, or would be so entitled but for the existence of this **Policy**.

ii. RESIDUAL EMPLOYERS' LIABILITY EXTENSION

If **You** have opted for this extension, notwithstanding anything to the contrary contained in General Exclusions (3) and (4), the **Company** shall indemnify the **Insured** against:

1) legal liability for damages in respect of **Bodily Injury** to any **Person Employed** caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** and in the course of employment by the **Insured** in connection with the **Business**;
2) legal liability pursuant to any subrogated rights exercised against the **Insured** by any State or Social Security or similar scheme in respect of **Bodily Injury** to any **Person Employed** caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** and in the course of employment by the **Insured** in connection with the **Business**;
3) legal liability for claimants' costs and expenses in connection with paragraphs (1) and (2) above;
4) **Legal Costs** arising from a **Claim** for which there is cover under paragraphs (1) or (2) above.

The **Company** shall not be liable to indemnify the **Insured** under this extension in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any **Bodily Injury** to any **Person Employed**:

a. who is employed in India.
b. arising out of and in the course of employment offshore or whilst travelling to or from any offshore installation.
c. as is or is normally **insured** by an Employers' Liability and / or Workman's Compensation **Policy** in the country in which the **Person Employed** is employed.

iii. EXCESS EMPLOYERS' LIABILITY EXTENSION

If **You** have opted for this extension, General Exclusions (3) and (4) shall not apply to any excess beyond the limit of indemnity for Employers' Liability cover provided by a **policy** effected by or on behalf of the **Insured** locally (hereinafter called the "**Local Policy**"), provided that:

1) a valid and collectable **Local Policy** with a minimum limit of indemnity of the local Compulsory Statutory Limits is maintained in force throughout the currency of this **Policy** in each territory in respect of any **Person Employed** in circumstances where the **Insured** is obliged to arrange a compulsory **Local Policy**.
2) the indemnity afforded by this extension shall be limited to the scope of cover granted by the **Local Policy** and shall not apply:
   a. to any **deductible** or excess applicable to the **Local Policy**;
   b. unless and until the insurers of the **Local Policy** have paid, or have been held liable to pay, the full amount of their limit of indemnity.
3) the maximum liability of the **Company** under this extension shall be the difference between the limit of indemnity under the applicable **Local Policy** and the **Limits of Liability** for this Section 1.
4) the **Company** shall not be liable to indemnify the **Insured** under this extension in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any **Bodily Injury** to any **Person Employed:**
   a. who is employed in India.
   b. arising out of and in the course of employment offshore or whilst travelling to or from any offshore installation.
   c. as is or is normally **insured** by an Employers' Liability and / or Workman's Compensation **Policy** in the country in which the **Person Employed** is employed.

iv. EXCESS MOTOR EXTENSION

If **You** have opted for this extension, Additional Exclusion (1) (d) to this Section 1 shall not apply to any excess beyond the limit of indemnity provided by a local underlying motor **policy** (hereinafter called the "**Local Motor Policy**") effected by or on behalf of the **Insured** anywhere in the world except in the **Excluded Territories**, provided that:

a. a valid and collectable **Local Motor Policy** with a minimum limit of indemnity of the local Compulsory

Statutory Limits is maintained in force throughout the currency of this **Policy** in each territory in respect of all of the **Insured's** vehicles.

b. the indemnity afforded by this extension shall be limited to the scope of cover granted by the **Local Motor Policy** and shall not apply:
   i. to any **deductible** or excess applicable to the **Local Motor Policy**;
   ii. unless and until the insurers of the **Local Motor Policy** have paid, or have been held liable to pay, the full amount of their limit of indemnity.

c. the maximum liability of the **Company** under this extension shall be the difference between the limit of indemnity under the applicable **Local Motor Policy** and the **Limits of Liability** for this Section 1.
   For the purposes of this extension, "**Excluded Territories**" shall mean and include territories as mentioned in the **Policy Schedule** as excluded and the United States of America, Canada and any dependencies, protectorates or trust territories within the jurisdiction of any thereof.

v. ADDITIONAL INSURED AND WAIVER OF SUBROGATION EXTENSION

If **You** have opted for this extension, for the purposes of the main Insuring Clause of this Section 1 but not the extensions, the definition of "**Insured**" shall be amended to include as additional **insured(s)** those persons, entities or organisations that the **Insured** has agreed in a written contract to add as additional **insureds** on its Public Liability Insurance, provided that such written contract is fully executed and effective prior to the **Occurrence(s)** that gave rise to the liability for which indemnity is sought under this Section 1.

The **Limits of Liability** applicable to such additional **insured** are sub-limited as follows (which amounts shall be part of, and not in addition to, the **Limits of Liability** for this Section 1):

a. Amount as mentioned in the **Policy Schedule** for any one **Occurrence**; and
b. Amount as mentioned in the **Policy Schedule** for in the aggregate.

The **Company** waive any rights of recovery that they may have against such additional **insured(s)** to the extent required in such written contract.

vi. LEGAL EXPENSES EXTENSION

If **You** have opted for this extension, the **Company** shall indemnify the **Insured** against legal expenses reasonably and necessarily incurred by the **Insured** with the prior written consent of the **Company** in the defence of any proceedings for breach of any of the following caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** in connection with the **Business**:

a) Food Safety Act Legislation;
b) Consumer Protection Legislation;
c) Disability Discrimination Legislation;
d) Racial Discrimination Legislation;
e) Defective Premises Legislation;
f) Employment Equality (Sex Discrimination) Regulations;
g) Trade Description Legislation,

(each as may be amended from time to time or the equivalent in any other jurisdiction).

The **Company's** total liability to indemnify the **Insured** for legal expenses under this extension shall be sub-limited to the amount as mentioned in the **Policy Schedule**, in the aggregate for the **Period of Insurance** which sum shall be part of, and not in addition to, the **Limit of Liability** for this Section 1 of the **Policy**.

vii. POLLUTION CLEAN-UP COSTS EXTENSION

If **You** have opted for this extension, in the event of an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** in connection with the **Business** which gives rise to **Pollution or Contamination** which is covered by this **Policy**, the **Company** shall indemnify the **Insured** for its legal liability for costs and expenses reasonably and necessarily incurred by statutory bodies in the clean-up of property owned by parties other than the **Insured**.

Notwithstanding anything to the contrary contained in this **Policy**, the liability of the **Company** for all clean-up costs and expenses payable in respect of all **Pollution or Contamination** shall be sub-limited to the amount as mentioned in the **Policy Schedule** in the aggregate for the **Period of Insurance** which sum shall be part of, and not in addition to, the **Limits of Liability** for this Section 1.

viii. MOTOR CONTINGENT LIABILITY EXTENSION

If **You** have opted for this extension, the **Company** shall indemnify the **Insured** against legal liability for damages in respect of **Bodily Injury** or **Property Damage** caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** arising from the use of a motor vehicle in connection with the **Business**.

The **Company** shall not be liable to indemnify the **Insured** under this extension in respect of any liability, **Claim**, **loss**, costs or expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

a. any motor vehicle owned or provided by the **Insured**, any principal for whom the **Insured** is working or any sub-contractor acting for or on the behalf of the **Insured**.
b. any **loss** of or damage to such motor vehicle or to goods conveyed therein or thereon.
c. any motor vehicle being driven by the **Insured** or by any person who to the knowledge of the **Insured's** representative does not hold a license to drive such motor vehicle, unless such person has held and is not disqualified for holding or obtaining such a license.
d. any motor vehicle outside India.

ADDITIONAL EXCLUSIONS TO SECTION 1

The **Company** shall not be liable to indemnify the **Insured** under this Section 1 in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any ownership, possession, maintenance, use or operation by or on behalf of the **Insured** of any:
    a. aircraft or other aerial device.
    b. water-borne vessel or craft, other than those used for **business** entertainment.
    c. hovercraft.
    d. mechanically propelled vehicle in respect of which insurance or security is necessary to meet the requirements of road traffic legislation. This additional exclusion (1) (d) to Section 1 shall not apply to any liability, **Claim** or **loss** arising from any of the following:
        i. the use of plant as a tool of trade; or
        ii. the loading or unloading of any vehicle,

    except where indemnity is provided by any motor insurance **policy** (or would be provided by such **policy** if this **Policy** did not exist) or where insurance or security is required by law.
2. any **Property Damage** to property owned by, leased or rented to or in the care, custody or control of the **Insured**, other than:
    a. damage to the property of any directors, business partners, **Employees** and / or visitors of the **Insured**.
    b. damage to premises not owned by, leased or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**.
3. any **Products** (other than food or drink for consumption on the **Insured's** premises).
4. any advice, design, specification or professional services provided for a fee (or provided in circumstances where a fee would normally be charged).
5. any disease, disease carrying **pollutants**, water droplets or water vapour in the atmosphere or water courses from the **Insured's** air conditioning or water- or air-cooling systems.
6. any **Bodily Injury**, **Property Damage** or **Other Contingencies** that were not caused by an **Occurrence** happening during the **Period of Insurance**.
7. any **Bodily Injury**, **Property Damage** or **Other Contingencies** caused by an **Occurrence** that was not notified to the **Company** during the **Period of Insurance**.
8. any liability more specifically **insured** under any other Section of this **Policy** or any extension or endorsement.

SECTION 2 - PRODUCTS' LIABILITY

(LEGAL COSTS IN ADDITION)

"CLAIMS MADE" BASIS

COVER

If **You** have opted this section, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for **Bodily Injury** or **Property Damage** arising from **Products** caused by an **Occurrence** within the **Policy Territory** in connection with the **Business**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above ;

provided that:

i. the **Claim** is first made against the **Insured** during the **Period of Insurance**; and

ii. all **Bodily Injury** or **Property Damage** resulting from or alleged to have resulted from the same condition or defect in any of the **Products** shall be considered as resulting from one **Claim** and having occurred during the **period of insurance** in which the first **Claim** is made against the **Insured**, irrespective of the number of claimants or the period over which **Claims** may thereafter be made against the **Insured** arising from such **Bodily Injury** or **Property Damage**.

LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities **insured** under this **Policy**; (ii) persons or entities claiming damages for **Bodily Injury** or **Property Damage**; and (iii) **Claims** made on account of **Bodily Injury** or **Property Damage**, the liability of the **Company** shall be limited as follows:

a. the limits of the **Company** total liability to indemnify the **Insured** for damages and claimants' costs and expenses under paragraphs (1) and (2) above shall be:

   i. the amount stated in the **Policy Schedule** as "any one **Claim**" for liability arising from any one **Claim**; and

   ii. the amount stated in the **Policy Schedule** as "in the aggregate" for liability arising from all **Claims** in the **Period of Insurance**,

   irrespective of the number of policies issued on behalf of the **Insured** by the **Company**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.

b. all **Claims** made during the **Period of Insurance** (and any subsequent period for which the **Insured** shall pay and the **Company** shall agree to accept a renewal premium) resulting from or alleged to have resulted from the same condition or defect in any of the **Products** shall be deemed to be one **Claim** and as having been first made during the **period of insurance** in which the first **Claim** is made against the **Insured**.

For the purposes of this Section 2, **Legal Costs** are not subject to the **Limits of Liability** and are payable in addition to the **Limits of Liability**.

EXTENSIONS APPLICABLE TO SECTION 2

The following extensions are only provided if they are described as "Covered" on the **Policy Schedule**.
Unless otherwise stated, the following extensions are subject to the terms, conditions, **Limits of Liability** for this Section 2 and exclusions of this **Policy**.

1. VENDORS' COVERAGE EXTENSION

If **You** have opted for this extension, for the purposes of this Section 2, the definition of "**Insured**" shall be amended to include any person or organisation (herein referred to as the "**Vendor**") in respect of the distribution or sale in the regular course of the **Vendor's business** of the **Products**.

The **Company** shall not be liable to indemnify the **Insured** or any **Vendor** under this extension in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

a. any express warranty not authorised by the **Insured**.
b. any physical or chemical change in the **Product** made intentionally by the **Vendor**.

c. any repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the **Insured** and then repacked in the original container.
d. any demonstration, installation, servicing or repair operations, except such operations performed at the **Vendor's** premises in connection with the sale of the **Products**.
e. any **Products** which, after distribution or sale by the **Insured**, have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the **Vendor**.
f. any fault or negligence of the **Vendor**.
g. any person or organisation from whom the **Insured** has acquired such **Products** or any ingredient, part or container entering into, accompanying or containing such **Products**.

2. ADDITIONAL INSURED AND WAIVER OF SUBROGATION EXTENSION

If **You** have opted for this extension, for the purposes of the main Insuring Clause of this Section 2 but not the extensions, the definition of "**Insured**" shall be amended to include as additional **insured(s)** those persons, entities or organisations that the **Insured** has agreed in a written contract to add as additional **insureds** on its **Products** Liability Insurance, provided that such written contract is fully executed and effective prior to the **Occurrence(s)** that gave rise to the liability for which indemnity is sought under this Section 2.

The **Limits of Liability** applicable to such additional **insured** are sub-limited as follows (which amounts shall be part of, and not in addition to, the **Limits of Liability** for this Section 2):

a. amount as mentioned in the **Policy Schedule** for any one **Claim**; and
b. amount as mentioned in the **Policy Schedule** in the aggregate.

The **Company** waive any rights of recovery that they may have against such additional **insured(s)** to the extent required in such written contract.

ADDITIONAL EXCLUSIONS APPLICABLE TO SECTION 2

The **Company** shall not be liable to indemnify the **Insured** under this Section 2 in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any **Property Damage** to any **Product** or contract work executed by the **Insured** (or any part thereof).
2. any costs or expenses incurred for the recall, withdrawal, inspection, removal, repair, alteration, replacement or reinstatement or amounts claimed for **loss** of use or reduction in value of any **Product** or contract work executed by the **Insured** (or any part thereof).
3. any **Product** which, to the **Insured's** knowledge, is intended for use in or incorporation into any spacecraft, aircraft, aerial device, ship, watercraft, offshore installation or nuclear installation.
4. any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.
5. any advice, design, specification or professional services provided for a fee (or provided in circumstances where a fee would normally be charged) and not in connection with the supply of a **Product**.
6. any:
   (a) Bisphosphonates;
   (b) Blood-Borne Pathogens;
   (c) Bupropion;
   (d) Cold therapy **products**, meaning any device that operates by pumping liquid through a plastic bag or other receptacle and is applied to the body to reduce temperature;
   (e) (i) Cerivastatin;
   (ii) the concomitant or combined use of two or more different **products** which contain:
   (1) a Statin; and
   (2) a Fibrate;
   (iii) Rhabdomyolysis arising out of either (1) or (2) above;
   (f) Contraceptives (including birth control pills), fertility drugs and **products** specifically designed and marketed for use during and in connection with pregnancy;
   (g) Any product containing silicone which is in any form implanted or injected into the body;
   (h) Cox-2 inhibitors;
   (i) Di-(2-ethylhexyl) Phthalate (DEHP) used in goods or **products** approved for neonatal patients;

(j) Diethylstilbestrol or Stilbestrol or DES;
(k) Docetaxel;
(l) Ephedrine Ma Huang Pseudoephedrin Chinese Ephedra Mahuang Extract Ephedra Ephedra Sinica Ephedra Extract Ephedra Herb Powder or Epitonin;
(m)Fentanyl;
(n) Hormone Replacement Therapy;
(o) Isotretinoin or Accutane;
(p) Kava or Kava Kava;
(q) Latex and / or latex protein and / or latex derivatives and / or latex substances (howsoever these are named, identified, described or classified);
(r) Live virus vaccines;
(s) L-tryptophan;
(t) Lymerix;
(u) Mercury-meaning any good or product containing mercury where such good or product is or is intended to be implanted, ingested, injected, inhaled or absorbed;
(v) Mesh Implants, meaning surgical mesh or other similar product or woven fabric either temporarily or permanently implanted into a human;
(w) Metal-on-metal implant meaning any knee, hip or other joint implant, replacement or resurfacing system and the component parts of any of the foregoing ("implant") where: (1) a part of the implant designed for motion is made of metal; and (2) the moving part, while either at rest or in motion, contacts another metal part of the implant that is designed for motion, or designed to meet or serve as a socket or contact surface against which the moving part comes to rest;
(x) Metoclopramide;
(y) Pertussis Vaccine;
(z) Phospho soda, sodium phosphate, or any phospho soda or sodium phosphate based agents;
(aa)Phenylpropanolamine (PPA);
(ab) Primodos / Amenorone Forte;
(ac)Retinoic Acid;
(ad)Rosiglitazone;
(ae)Selective Serotonin Reuptake Inhibitors (SSRI);
(af)Silicone-meaning any good or product containing liquid or gel silicone which is intended to be or which is implanted;
(ag) Thalidomide;
(ah)Thiazolidinediones;
(ai) Thimerosal or Thiomersal;
(aj) Vaccines approved;
(ak) Acetaminophen based upon or arising out of or related to or in any way involving, either directly or indirectly, from in-utero ingestion of acetaminophen actually or allegedly causing neurodevelopmental disorders including but not limited to Autism Spectrum Disorder (ASD) and Attention Deficit Hyperactivity Disorder (ADHD).This exclusion shall be limited to **Products** in United States, Canada and and / or their dependencies or trust territories.or

a. any other drug which has the same chemical formula, is a derivative of or has a similar chemical formula, structure or function as any of the substances in the above list.

7. any **Pure Financial Loss** caused by **Products**. For the purposes of this Section 2 only, **Pure Financial Loss** shall mean shall mean a pecuniary loss, cost or expense not occasioned by **Bodily Injury** or **Property Damage** that is sustained by any party other than the **Insured**.
8. any liability more specifically **insured** under any other Section of this **Policy** or any extension or endorsement.

SECTION 3 - LEGAL LIABILITY FOR HUMAN CLINICAL TRIALS

(LEGAL COSTS IN ADDITION)
"CLAIMS MADE" BASIS

COVER

If **You** have opted this section, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for **Bodily Injury** to a **Research Subject** caused by an **Occurrence** within the **Policy Territory** in connection with the **Business** arising from the use of any **Pharmaceutical** or **Medical Devices** in **Human Clinical Trials**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1)above,

provided that:

i. the **Claim** is first made against the **Insured** during the **Period of Insurance**; and
ii. all **Bodily Injury** to a **Research Subject** resulting from or alleged to have resulted from the same **Human Clinical Trial** shall be considered as resulting from one **Claim** and having occurred during the **period of insurance** in which the first **Claim** is made against the **Insured**, irrespective of the number of claimants or the period over which **Claims** may thereafter be made against the **Insured** arising from such **Bodily Injury**.

LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities **insured** under this **Policy**; (ii) persons who may have suffered **Bodily Injury**; and (iii) **Claims** made on account of **Bodily Injury**, the liability of the **Company** shall be limited as follows: the limits of the **Company's** total liability to indemnify the **Insured** for damages and claimants' costs and expenses under paragraphs (1) and (2) above shall be:

a. the amount stated in the **Policy Schedule** as "any one **Claim**" for liability arising from any one **Claim**; and
b. the amount stated in the **Policy Schedule** as "in the aggregate" for liability arising from all **Claims** in the **Period of Insurance**,

irrespective of the number of policies issued on behalf of the **Insured** by the **Company**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.

For the purposes of this Section 3, **Legal Costs** are not subject to the **Limits of Liability** and are payable in addition to the **Limits of Liability**.

EXTENSION APPLICABLE TO SECTION 3

The following extensions are only provided if they are described as "Covered" on the **Policy Schedule**.
Unless otherwise stated, the following extension is subject to the terms, conditions, **Limits of Liability** for this Section 3 and exclusions of this **Policy**.

i. MANSLAUGHTER DEFENCE COSTS (ETHICS COMMITTEE) EXTENSION

If **You** have opted for this extension, the **Company** shall indemnify the Ethics Committee of the **Insured**, or any member of the Ethics Committee of the **Insured**, in respect of **Legal Costs** incurred with the prior written consent of the **Company** in the defence of any criminal proceedings brought (or in an appeal against conviction arising from such proceedings) for manslaughter arising from any event which may be the subject of indemnity under the insuring clause of this Section 3 of this **Policy**, provided that:

a. the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;
b. the **Company** shall not be liable to indemnify the Ethics Committee of the **Insured**, or any member of the Ethics Committee of the **Insured**, under this extension in respect of any liability, **Claim**, **loss**, costs or expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:
   i. any proceedings consequent upon any **Bodily Injury** sustained by any **Person Employed** in the course of employment by the **Insured**.
   ii. any ownership, possession or use by or on behalf of the **Insured** or any other person entitled to indemnity of any mechanically propelled vehicle while being used in circumstances where insurance

or security is required by law.

ADDITIONAL EXCLUSIONS APPLICABLE TO SECTION 3

The **Company** shall not be liable to indemnify the **Insured** under this Section 3 in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any **Human Clinical Trial** performed without the informed written consent of each **Research Subject** obtained prior to the participation of such person in such **Human Clinical Trial**.
2. any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.
3. any act, error or omission which constitutes or involves a breach of, or failure to comply with, the terms of any protocol governing the **Human Clinical Trial**.
4. any advice, design, specification or professional services provided for a fee (or provided in circumstances where a fee would normally be charged).
5. any liability more specifically **insured** under any other Section of this **Policy** or any extension or endorsement.

SECTION 4 – NO FAULT COMPENSATION FOR HUMAN CLINICAL TRIALS

(LEGAL COSTS IN ADDITION)

"CLAIMS MADE" BASIS

COVER

If **You** have opted this section, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. liability to pay compensation and claimants' costs and expenses pursuant to the **Conditions of Compensation** in respect of **Bodily Injury** to a **Research Subject**;
2. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that:

i. such liability is caused by an **Occurrence** within the **Policy Territory** in connection with the **Business** and arises from the use of any **Pharmaceutical** or **Medical Devices** in **Human Clinical Trials**;

ii. the **Insured** has offered and the **Research Subject** has agreed to abide by the **Conditions of Compensation** set out below;

iii. the **Claim** is first made against the **Insured** during the **Period of Insurance**; and

iv. all **Bodily Injury** resulting from or alleged to have resulted from the same **Human Clinical Trial** shall be considered as resulting from one **Claim** and having occurred during the **period of insurance** in which the first **Claim** is made against the **Insured**, irrespective of the number of claimants or the period over which **Claims** may thereafter be made against the **Insured** arising out of such **Bodily Injury**.

LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities **insured** under this **Policy**; (ii) persons claiming compensation for **Bodily Injury**; and (iii) **Claims** made on account of **Bodily Injury**, the liability of the **Company** shall be limited as follows: The limits of the **Company's** total liability to indemnify the **Insured** for compensation and claimants' costs and expenses under paragraph (1) above shall be:

a. the amount stated in the **Policy Schedule** as "any one **Claim**" for liability arising from any one **Claim**; and

b. the amount stated in the **Policy Schedule** as "in the aggregate" for liability arising from all **Claims** in the **Period of Insurance**,

irrespective of the number of policies issued on behalf of the **Insured** by the **Company**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.

For the purposes of this Section 4, **Legal Costs** are not subject to the **Limits of Liability** and are payable in addition to the **Limits of Liability**.

EXTENSION APPLICABLE TO SECTION 4

The following extensions are only provided if they are described as "Covered" on the **Policy Schedule**.
Unless otherwise stated, the following extension is subject to the terms, conditions, **Limits of Liability** for this Section 4 and exclusions of this **Policy**.

i. MANSLAUGHTER DEFENCE COSTS (ETHICS COMMITTEE) EXTENSION

If **You** have opted for this extension, the **Company** shall indemnify the Ethics Committee of the **Insured**, or any member of the Ethics Committee of the **Insured**, in respect of **Legal Costs** incurred with the prior written consent of the **Company** in the defence of any criminal proceedings brought (or in an appeal against conviction arising from such proceedings) for manslaughter arising from any event which may be the subject of indemnity under the insuring clause of this Section 4 of this **Policy**, provided that:

a. the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;

b. the **Company** shall not be liable to indemnify the Ethics Committee of the **Insured**, or any member of the Ethics Committee of the **Insured**, under this extension in respect of any liability, **Claim**, **loss**, costs or expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

i. any proceedings consequent upon any **Bodily Injury** sustained by any **Person Employed** in the course of employment by the **Insured**.

ii. any ownership, possession or use by or on behalf of the **Insured** or any other person entitled to indemnity of any mechanically propelled vehicle while being used in circumstances where insurance or security is required by law.

ADDITIONAL EXCLUSIONS APPLICABLE TO SECTION 4

The **Company** shall not be liable to indemnify the **Insured** under this Section 4 in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any **Human Clinical Trial** performed without the informed written consent of each **Research Subject** obtained prior to the participation of each **Research Subject** in such **Human Clinical Trial**.
2. any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.
3. any act, error or omission which constitutes or involves a breach of, or failure to comply with, the terms of the protocol governing the **Human Clinical Trial**.
4. any advice, design, specification or professional services provided for a fee (or provided in circumstances where a fee would normally be charged).
5. any liability more specifically **insured** under any other Section of this **Policy** or any extension or endorsement.

CONDITIONS OF COMPENSATION FOR SECTION 4

1. At any time prior to the settlement or other determination of any **claim** of a **Research Subject**, the **Insured** may, subject to the prior written agreement of the **Company**, offer the **Research Subject** the option of having the **claim** determined in accordance with these **Conditions of Compensation**. If the **Research Subject** agrees to that proposal the **Insured**, having obtained the prior written agreement of the **Company** as to the sum to be offered, shall make an offer of compensation to the **Research Subject**. The **Research Subject** shall then have three months to consider that offer.
2. If the **Insured** and the **Research Subject** agree to the **claim** being determined in accordance with these **Conditions of Compensation**, but there is no agreement between the **Insured** and the **Research Subject** as to the amount of compensation within the three month period referred to above, an **Independent Lawyer** experienced in medical litigation shall be appointed to adjudicate on the amount of compensation due. The choice of **Independent Lawyer** shall be by written agreement between the **Insured**, the **Company** and the **Research Subject**. In the absence of such agreement, the appointment shall be made by the President for the time being of The Law Society of India (or such equivalent organisation).
3. Upon the appointment of an **Independent Lawyer** such person shall:
    a. allow the parties a reasonable opportunity to present their cases with both oral and written evidence;
    b. be entitled to obtain independent expert advice or opinion;
    c. otherwise determine the procedure in order to arrive at a just settlement.
4. If the **Independent Lawyer** decides that a sum is due to be paid by the **Insured** to the **Research Subject** in compensation, the **Research Subject** shall be entitled to accept that sum, together with reasonable **legal costs** and legal expenses, in full and final settlement of all causes of action against the **Insured** and / or any other person in connection with the **Human Clinical Trial**. The **Company** shall , subject to the terms, conditions, **Limits of Liability** and exclusions of this **Policy**, indemnify the **Insured** by paying such compensation and reasonable **legal costs** and legal expenses directly to the **Research Subject**.
5. If the **Research Subject** does not accept the decision of the **Independent Lawyer** within three months of that decision being made, the **Research Subject** shall have no further entitlement pursuant to these **Conditions of Compensation** but shall be able to pursue any such rights as the **Research Subject** may otherwise have.
6. If the **Research Subject** accepts an offer made under paragraph (1) above or the decision of the **Independent Lawyer**, the **Research Subject** shall be bound by the following terms:
    a. the **Research Subject** shall accept the sum offered or awarded, together with reasonable **legal costs** and legal expenses, in full and final settlement of all causes of action against the **Insured** and any other person in connection with the **Human Clinical Trial**.
    b. the **Research Subject** shall waive all rights of action against the **Insured** other than under the settlement agreement made by the process described above, as well as against the **Company** and against any third party who might seek a contribution or indemnity against the **Insured** and / or the **Company**.
    c. the **Research Subject** shall assign to the **Insured** all rights of recovery that the **Research Subject** may

have against any third party arising out of the **Human Clinical Trial**. Upon the **Company** providing indemnity to the **Insured**, the **Company** shall be subrogated to those rights. The **Research Subject** shall provide such help and assistance as the **Insured** or the **Company** may require in enforcing those rights. Any sums recovered by the **Insured** or the **Company** in the exercise of those rights which exceed the compensation paid and / or payable to the **Research Subject** (after deduction of all legal and other costs incurred in effecting such recovery) shall be paid to the **Research Subject**.

d. the **Research Subject** shall sign such release or other **documents** as the **Insured** or the **Company** may reasonably require to give effect to the terms of this paragraph (6).

7. Compensation shall only be payable under these **Conditions of Compensation** if, on the balance of probabilities, the Bodily Injury (including any exacerbation of an existing condition) was caused by the administration to, or use by or on, the **Research Subject** of any **Pharmaceutical** or Medical Device involved in the **Human Clinical Trial**. Furthermore, compensation shall only be payable in respect of Bodily Injury insofar as the injury was directly attributable to participation in the **Human Clinical Trial**.
8. Subject to paragraph (11) below, compensation shall not be refused solely on the basis that the Bodily Injury arose from a foreseeable adverse reaction or on the basis that the **Research Subject** was warned of the risk but nevertheless signed a consent form agreeing to participate in the **Human Clinical Trial**.
9. Compensation shall not be paid for the failure of a **Pharmaceutical** or Medical Device under trial to perform its intended purpose.
10. Compensation shall not be unreasonably withheld from a **Research Subject** not receiving or using the **Pharmaceutical** or Medical Device under **Human Clinical Trial** if treatment or other drugs normally used in relieving any conditions for which the **Research Subject** was undergoing treatment were withheld for the purposes of the **Human Clinical Trial**.
11. The amount of compensation payable shall be determined with reference to the amount of compensatory damages awarded in similar cases by the courts of the country where the **Human Clinical Trial** took place and commensurate with the nature, severity, persistence and effects of the Bodily Injury.
    The amount of compensation may be reduced, denied or affected by the following circumstances:
    a. negligence of the **Research Subject** or (where the **Research Subject** is under the age of majority), the **Research Subject's** parents or legal guardian;
    b. the seriousness of the injury treated in the **Human Clinical Trial** and the degree of probability that adverse reactions would occur and any warning that the **Research Subject** received;
    c. the comparison of risk between established treatments and those that are used or researched in a **Human Clinical Trial**;
    d. the availability and efficacy of alternative treatments which would have been available to a **Research Subject** had that person not agreed to participate in the **Human Clinical Trial**.
12. The amount of compensation shall be paid as a lump sum, irrespective of any legal principles or rules of court which might or would apply if settlement were not reached under these **Conditions of Compensation**

SECTION 5 - ERRORS' AND OMISSIONS' LIABILITY

(INCLUSIVE OF LEGAL COSTS)
"CLAIMS MADE" BASIS

COVER

If **You** have opted this section, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for a negligent act, negligent error or negligent omission of the **Insured** happening within the **Policy Territory** and in the course of the **Business**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities **insured** under this **Policy**; (ii) persons or entities claiming damages, the liability of the **Company** shall be limited as follows:
the limits of the **Company's** total liability to indemnify the **Insured** for damages, claimants' costs and expenses and **Legal Costs** under paragraphs (1), (2) and (3) above shall be:

a. the amount stated in the **Policy Schedule** as "any one **Claim**" for liability arising from any one **Claim**; and
b. the amount stated in the **Policy Schedule** as "in the aggregate" for liability arising from all **Claims** in the **Period of Insurance**,

irrespective of the number of policies issued on behalf of the **Insured** by the **Company**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.
For the purposes of this Section 5, **Legal Costs** are included within the **Limits of Liability**.

EXTENSIONS APPLICABLE TO SECTION 5

The following extensions are only provided if they are described as "Covered" on the **Policy Schedule**.
Unless otherwise stated, the following extensions are subject to the terms, conditions, **Limits of Liability** for this Section 5 and exclusions of this **Policy**.

i. BREACH OF CONFIDENTIALITY EXTENSION

If **You** have opted for this extension, the **Company** shall indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for an unintentional breach of confidentiality happening within the **Policy Territory** and in the course of the **Business**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that: the **Claim** is first made against the **Insured** during the **Period of Insurance**.

ii. DISHONESTY OF PERSON(S) EMPLOYED EXTENSION

If **You** have opted for this extension, notwithstanding General Exclusion (13), the **Company** shall indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for a dishonest, fraudulent, criminal or malicious act or omission by any **Person Employed** happening within the **Policy Territory** and in the course of the **Business**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.
For the purposes of this extension to Section 5:

a. the definition of "**Person Employed**" shall not mean or include any director of the **Insured**.
b. the **Company** will not indemnify any person whose dishonest, fraudulent, criminal or malicious act, error or omission or whose collusion in such act, error or omission was the cause of or contributed to such liability.

iii. LIBEL AND SLANDER EXTENSION

If **You** have opted for this extension, notwithstanding General Exclusion (7), the **Company** shall indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for an unintentional libel or unintentional slander by reason of words written or spoken by the **Insured** within the **Policy Territory** and in the course of the **Business**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that: the **Claim** is first made against the **Insured** during the **Period of Insurance**.

iv. INTELLECTUAL PROPERTY RIGHTS EXTENSION

If **You** have opted for this extension, notwithstanding General Exclusion (8), the **Company** shall indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for an unintentional infringement of intellectual property rights by the **Insured** happening within the **Policy Territory** and in the course of the **Business**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

v. LOSS OF DOCUMENTS EXTENSION

If **You** have opted for this extension, notwithstanding Additional Exclusion (5) to this Section 5, the **Company** shall indemnify the **Insured** against:

a. legal liability for damages in respect of a **Claim** for **loss** of **Documents** happening within the **Policy Territory** and in the course of the **Business**;
b. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
c. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the discovery of such **loss** of **Documents** occurred during the **Period of Insurance** and provided that:

a. the **Documents** were in the care, custody or control of the **Insured** or a third party to whom the **Insured** had, in the ordinary course of the **Business**, entrusted, lodged or deposited the **Documents**;
b. the **Documents** have been destroyed, damaged, lost or mislaid and, after diligent search, cannot be found; and
c. the **Company** shall not be liable to make any payment for **loss** of **Documents** brought about by wear, tear, vermin, mould, mildew or any other gradually occurring cause.

The **Company's** total aggregate liability under this extension shall not exceed the **Limits of Liability** under this Section 5 in respect of all **Claims** (which, for the purposes of this extension, shall be deemed to include all costs and expenses incurred in the **investigation**, defence or settlement of all **Claims**) made against the **Insured** during the **Period of Insurance**.

vi. PAYMENT OF WITHELD FEES EXTENSION

If **You** have opted for this extension, if the **Insured** attempts to recover any withheld fees and is faced with a counter-**claim** that would be indemnified by this **Policy** in an amount greater than the fees withheld the **Company** may, in their sole discretion, agree to pay the withheld fees to the **Insured**, provided that the **Insured** obtains a written confirmation from the debtor / counter-claimant that they will not bring a **Claim** against the **Insured** if the **Insured** agrees not to pursue its **claim** for fees.

ADDITIONAL EXCLUSIONS TO SECTION 5

The **Company** shall not be liable to indemnify the **Insured** under this Section 5 in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.
2. any negligent act, error or omission by the **Insured** to effect or maintain insurance or to provide finance or advice on financial matters.
3. any insolvency of the **Insured**.

4. any negligent act, error or omission by the **Insured** in the preparation of estimates of cost.
5. any costs of replacing and / or restoring **documents** which have been lost, mislaid, damaged or destroyed.
6. any costs or expenses incurred for the recall, withdrawal, inspection, removal, repair, alteration, replacement or reinstatement or amounts claimed for **loss** of use of or reduction in value of any **Products**, **Pharmaceuticals**, **Medical Devices** or contract work executed by or for the **Insured** or of any property of which such form a part.
7. any short delivery, non-delivery or late delivery of **Products** or non-completion of works or operations.
8. any **Property Damage** to property owned by, leased or rented to or in the care, custody or control of the **Insured**, other than:
   a. damage to the property of any directors, business partners, **Employees** and / or visitors of the **Insured**.
   b. damage to premises not owned by, leased or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**
9. any **Cross Liabilities.**
10. any liability more specifically **insured** under any other Section of this **Policy** or any extension or endorsement

SECTION 6 - PRODUCTS FINANCIAL LOSS

(LEGAL COSTS IN ADDITION)
"CLAIMS MADE" BASIS

COVER

If **You** have opted this section, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for **Financial Loss** arising from **Products** caused by an **Occurrence** within the **Policy Territory** in connection with the **Business**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that:

I. the **Claim** is first made against the **Insured** during the **Period of Insurance**; and
II. all **Financial Loss** resulting from or alleged to have resulted from the same condition or defect in any of the **Products** shall be considered as resulting from one **Claim** and having occurred during the **period of insurance** in which the first **Claim** is made against the **Insured**, irrespective of the number of claimants or the period over which **Claims** may thereafter be made against the **Insured** arising from such **Financial Loss**.

LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities **insured** under this **Policy**; (ii) persons or entities claiming damages for **Financial Loss**; and (iii) **Claims** made on account of **Financial Loss**, the liability of the **Company** shall be limited as follows:

the limits of the **Company's** total liability to indemnify the **Insured** for damages and claimants' costs and expenses under paragraphs (1) and (2) above shall be:

a. the amount stated in the **Policy Schedule** as "any one **Claim**" for liability arising from any one **Claim**; and
b. the amount stated in the **Policy Schedule** as "in the aggregate" for liability arising from all **Claims** in the **Period of Insurance**,

irrespective of the number of policies issued on behalf of the **Insured** by the **Company**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.

For the purposes of this Section 6, **Legal Costs** are not subject to the **Limits of Liability** and are payable in addition to the **Limits of Liability**.

ADDITIONAL EXCLUSIONS TO SECTION 6

The **Company** shall not be liable to indemnify the **Insured** under this Section 6 in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.
2. any **Bodily Injury** or **Property Damage**.
3. any insolvency of the **Insured**.
4. any **Financial Loss** sustained by shareholders or stockholders of the **Insured** in their capacities as such.
5. any deliberate, conscious or intentional disregard by the **Insured's** directors or technical or administrative management of the need to take all reasonable steps to prevent **Financial Loss**.
6. any liability assumed by the **Insured** by agreement (other than liability arising from a condition or warranty of goods implied by law) and which would not have attached in the absence of such agreement unless, prior to the commencement thereof, full details have been notified to the **Company** and the **Company** have agreed in writing to provide an indemnity.
7. any costs or expenses incurred for the recall, withdrawal, inspection, removal, repair, alteration, replacement or reinstatement or amounts claimed for **loss** of use of or reduction in value of any **Product** supplied, structure erected or contract work executed by or for the **Insured** or of any commodity, article or thing in which such **Product**, structure or work is incorporated.
8. any **Financial Loss** suffered as a result of short delivery, non-delivery or late delivery of **Products** or non-completion or late completion of works or operations by or on behalf of the **Insured**.
9. any liability more specifically **insured** under any other Section of this **Policy** or any extension or endorsement.

SECTION 7 - PRODUCT CONTAMINATION

(INCLUSIVE OF LEGAL COSTS)
"OCCURRENCE" BASIS

COVER

If **You** have opted this section, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. costs and expenses (including third party recall costs) reasonably and necessarily incurred in recalling, inspecting, destroying, replacing and re-distributing contaminated **Products**;
2. lost gross profit resulting directly from a decline in sales of the contaminated **Products** due to the contamination and additional expenses reasonably and necessarily incurred in minimising such **loss**;
3. other costs and expenses (including those of consultants) reasonably and necessarily incurred in respect of contaminated **Products**;
4. **Legal Costs** incurred in connection with contaminated **Products**,

provided that such is caused by an **Occurrence** of **Accidental Contamination** happening during the **Period of Insurance** within the **Policy Territory** in connection with the **Business** and is notified to the **Company** in writing during the **Period of Insurance**.

LIMITS OF LIABILITY

Regardless of the number of persons or entities **insured** under this **Policy**, the liability of the **Company** shall be limited as follows:

the limits of the **Company's** total liability to indemnify the **Insured** under paragraphs (1), (2) (3) and (4) above shall be:

a. the amount stated in the **Policy Schedule** as "any one **Occurrence**" for all costs, expenses, losses and **Legal Costs** arising from any one **Occurrence**; and

b. the amount stated in the **Policy Schedule** as "in the aggregate" for liability arising from all **Occurrences** of **Accidental Contamination** happening during the **Period of Insurance**,

irrespective of the number of policies issued on behalf of the **Insured** by the **Company**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.

For the purposes of this Section 7, **Legal Costs** are included within the **Limits of Liability**.

ADDITIONAL EXCLUSIONS TO SECTION 7

The **Company** shall not be liable to indemnify the **Insured** under this Section 7 in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to **Accidental Contamination**.
2. any **Accidental Contamination** that did not happen during the **Period of Insurance**.
3. any **Accidental Contamination** that was not notified to the **Company** during the **Period of Insurance**.
4. any costs, expenses or **loss** incurred later than twelve (12) months after the **Accidental Contamination** became known to the **Insured**.
5. any liability more specifically **insured** under any other Section of this **Policy** or any extension or endorsement.

SECTION 8 - GOVERNMENT INSTRUCTED PRODUCT WITHDRAWAL

(LEGAL COSTS IN ADDITION)
"CLAIMS MADE" BASIS

COVER

If **You** have opted this section, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. expenses reasonably and necessarily incurred for:
   a. media communication and correspondence;
   b. transportation arising directly from the return of a **Product** or any part thereof; or
   c. examination, sorting and / or destruction,

   in respect of a **Government Instructed Product Withdrawal** for which the **Insured** may be legally liable; and

2. **Legal Costs** arising from a Government Instructed Product Withdrawal for which the **Insured** may be legally liable,

provided that the specific instruction takes place during the **Period of Insurance** within the **Policy Territory** in connection with the **Business**. Such **Legal Costs** are limited to the jurisdiction in which the **Government Instructed Product Withdrawal** occurred only.

Definition
For the purposes of this Section 8, the following definition is added:
Government Instructed Product Withdrawal shall mean any specific instruction ordered by a federal, state or local advisory, regulatory, judicial body of government to recall **Products** within its jurisdiction in which there is a reasonable probability that the use of or exposure to said **Products** will cause serious adverse health consequences or death, otherwise known as a Class I recall.

LIMITS OF LIABILITY
Regardless of the number of persons or entities **insured** under this **Policy**, the liability of the **Company** shall be limited as follows:

a. the limits of the **Company's** total liability to indemnify the **Insured** under paragraph (1) and (2) above shall be:
   1. the amount stated in the **Policy Schedule** as "any one **Claim**" for all expenses arising from any one specific instruction by a relevant government or authorised body; and
   2. the amount stated in the **Policy Schedule** as "in the aggregate" for all expenses arising from all specific instructions by a relevant government or authorised body in the **Period of Insurance**,

   irrespective of the number of policies issued on behalf of the **Insured** by the **Company**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.
b. **Company** liability under paragraphs (1) and (2) above shall be limited to those expenses and **Legal Costs** generated in the jurisdiction in which the Government Instructed Product Withdraw was issued.

For the purposes of this Section 8, **Legal Costs** are included within the **Limits of Liability**

ADDITIONAL EXCLUSIONS TO SECTION 8
The **Company** shall not be liable to indemnify the **Insured** under this Section 8 in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving:

1. any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim** or to a specific instruction by a relevant government to recall **Products**.
2. any repair, reconditioning, modification or replacement of any **Product** or any part thereof.
3. any liability more specifically **insured** under any other Section of this **Policy** or any extension or endorsement.

SECTION 9 - BARCODE COVERAGE

(LEGAL COSTS IN ADDITION)
"OCCURRENCE" BASIS

COVER

If **You** have opted this section, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. costs and expenses reasonably and necessarily incurred and arising directly from an error in printing or illegible printing of the barcode used to code the **Products**;
2. costs and expenses reasonably and necessarily incurred in informing the retailers to whom incorrectly printed or illegibly printed barcoded **Product(s)** have been delivered;
3. the **Insured's** legal liability in respect of a **Claim** for costs and expenses incurred by a retailer in respect of:
   a. removing such incorrectly printed or illegibly printed barcoded **Product(s)** from its stock and returning them to the **Insured**; or
   b. re-labelling such incorrectly printed or illegibly printed barcoded **Product(s)**;
4. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (3) above,

provided that the **Occurrence** of the error in printing or illegible printing happened during the **Period of Insurance** within the **Policy Territory** in connection with the **Business** and is notified to the **Company** in writing during the **Period of Insurance**.

LIMITS OF LIABILITY

Regardless of the number of persons or entities **insured** under this **Policy**, the liability of the **Company** shall be limited as follows:

the limits of the **Company's** total liability to indemnify the **Insured** under paragraphs (1), (2) and (3) above shall be:

a. the amount stated in the **Policy Schedule** as "any one **Occurrence**" for all liability, **Claims**, **loss**, costs and expenses arising from any one **Occurrence**; and
b. the amount stated in the **Policy Schedule** as "in the aggregate" for all **Occurrences** in the **Period of Insurance**,

irrespective of the number of policies issued on behalf of the **Insured** by the **Company**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.

For the purposes of this Section 9, **Legal Costs** are not subject to the **Limits of Liability** and are payable in addition to the **Limits of Liability**.

ADDITIONAL EXCLUSIONS TO SECTION 9

The **Company** shall not be liable to indemnify the **Insured** under this Section 9 in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving:

1. any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to an error in printing or illegible printing of the barcode used to code its **Products**.
2. any error in printing or illegible printing that did not happen during the **Period of Insurance**.
3. any error in printing or illegible printing that was not notified to **Company** in writing during the **Period of Insurance**.
4. any liability more specifically **insured** under any other Section of this **Policy** or any extension or endorsement.

SECTION 10 - MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY

(LEGAL COSTS IN ADDITION)
"CLAIMS MADE" BASIS

COVER

If **You** have opted this section, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for a negligent act, negligent error or negligent omission of the **Insured** happening within the **Policy Territory** and in the course of the contract manufacturing of **Products** by the **Insured** for third parties;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities **insured** under this **Policy**; and (ii) persons or entities claiming damages, the liability of the **Company** shall be limited as follows:
the limits of the **Company's** total liability to indemnify the **Insured** for damages and claimants' costs and expenses under paragraphs (1) and (2) above shall be:

a. the amount stated in the **Policy Schedule** as "any one **Claim**" for liability arising from any one **Claim**; and
b. the amount stated in the **Policy Schedule** as "in the aggregate" for liability arising from all **Claims** in the **Period of Insurance**,

irrespective of the number of policies issued on behalf of the **Insured** by the **Company**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.
For the purposes of this Section 10, **Legal Costs** are not subject to the **Limits of Liability** and are payable in addition to the **Limits of Liability**.

ADDITIONAL EXCLUSIONS TO SECTION 10

The **Company** shall not be liable to indemnify the **Insured** under this Section 10 in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.
2. any **Bodily Injury**.
3. any advertising injury.
4. any cost guarantees, cost estimates or estimates of probable costs being exceeded.
5. any return of all or any part of payments made to the **Insured**.
6. any costs and expenses incurred by the **Insured** to comply with any warranties, representations or promises.
7. any costs or expenses incurred for the recall, withdrawal, inspection, removal, repair, alteration, replacement or reinstatement of defective **Products** or workmanship.
8. any **Property Damage** to property owned by, leased or rented to or in the care, custody or control of the **Insured**, other than:
   a. damage to the property of any directors, business partners, **Employees** and / or visitors of the **Insured**.
   b. damage to premises not owned by, leased or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**.
9. any liability more specifically **insured** under any other Section of this **Policy** or any extension or endorsement.

SECTION 11 - MEDICAL MALPRACTICE LIABILITY

(INCLUSIVE OF LEGAL COSTS)
"CLAIMS MADE" BASIS

COVER

If **You** have opted this section, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for **Bodily Injury** arising from **Malpractice** within the **Policy Territory**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that: the **Claim** is first made against the **Insured** during the Period of Insurance.

LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities **insured** under this **Policy**; and (ii) persons or entities claiming damages for **Bodily Injury**; and (iii) **Claims** made on account of **Bodily Injury**, the liability of the **Company** shall be limited as follows:
the limits of the **Company's** total liability to indemnify the **Insured** for damages, claimants' costs and expenses and **Legal Costs** under paragraphs (1), (2) and (3) above shall be:

a) the amount stated in the **Policy Schedule** as "any one **Claim**" for liability arising from any one **Claim**; and
b) the amount stated in the **Policy Schedule** as "in the aggregate" for liability arising from all **Claims** in the **Period of Insurance**,

irrespective of the number of policies issued on behalf of the **Insured** by the **Company**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.
For the purposes of this Section 11, **Legal Costs** are included within the **Limits of Liability**.

EXTENSION TO SECTION 11

The following extensions are only provided if they are described as "Covered" on the **Policy Schedule**.
Unless otherwise stated, the following extension is subject to the terms, conditions, **Limits of Liability** for this Section 11 and exclusions of this **Policy**.

i. LEGAL COSTS EXTENSION

If **You** have opted for this extension, the **Company** shall indemnify the **Insured** against **Legal Costs** incurred with the prior written consent of the **Company** in respect of:

a. any official **investigation**, examination, inquiry or other proceeding ordered or commissioned by an official body;
b. any coroner's inquest arising from the death of any patient of the **Insured**;
c. the prosecution (criminal or otherwise) of the **Insured**;
d. any disciplinary proceedings against the **Insured**,

arising from actual or alleged **Malpractice**, provided:

i. the **investigation**, examination, inquiry, prosecution or other proceeding relates to, or is connected with, the **Business** and the **Insured** is legally compelled to attend;
ii. the **investigation**, examination, inquiry, prosecution or other proceeding is opened within the **Period of Insurance**;
iii. the **Insured** notified the **Company** in writing within the **Period of Insurance** and within number of days as mentioned in the **Policy Schedule** of having received notice of the **investigation**, examination, inquiry, prosecution or other proceeding,; and
iv. the **Company** shall, in any event, be entitled to nominate lawyers to represent the **Insured**.

ADDITIONAL EXCLUSIONS TO SECTION 11

The **Company** shall not be liable to indemnify the **Insured** under this Section 11 in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any circumstances which the **Insured** was, or ought to have been, aware might give rise to a **Claim** prior to the

commencement of the **Period of Insurance**.

2. any **Bodily Injury** to any person or **loss** of or damage to tangible property of any person, save where such **Bodily Injury** or **property damage** results, or is alleged to result, directly from **Malpractice**.
3. any act in violation of a law or ordinance.
4. any clinical waste that has not been disposed of by an appropriately qualified waste disposal contractor.
5. any clinical trial or research project.
6. any performance of a service while under the influence of intoxicants or narcotics.
7. any:
   a) failure of any programme, instruction or **data** for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended.
   b) failure of any plant and / or machinery.
   c) transmission or receipt of any virus, programme or code that causes **loss** or damage to any **computer system** and / or prevents or impairs its proper function or performance.
   d) defect or defective workmanship in the installation, repair or maintenance of any computer or other electronic equipment or system or computer hardware or software.
8. any use of instruments in contact with skin tissue to penetrate skin tissue or used in contact with bodily fluid that:
   a) are not stored, handled and used in accordance with the manufacturer(s) instructions.
   b) where approved by the manufacturer(s) and the Department of Health or equivalent to be used more than once, are not sterilised prior to such use using sterilising apparatus specifically approved by the manufacturer(s) in accordance with such manufacturer(s) instructions, recommendations and / or guidelines and in accordance with the guidelines of the Department of Health or equivalent.
9. any non-employee doctor of medicine providing medical services for or using the facilities of the **Insured** that is not a member of a recognised medical defence union or recognised medical defence association or recognised medical defence protection society or otherwise does not carry his or her own **malpractice** liability insurance **policy**.
10. any liability more specifically **insured** under any other Section of this **Policy** or any extension or endorsement.

ADDITIONAL CONDITIONS TO SECTION 11

REPLACEMENT DEFINITION OF "INSURED"

For the purposes of this Section 11 only, the definition of "**Insured**" shall be amended to read:
"**Insured** shall mean the **Policyholder** and shall include the **Policyholder's** directors, members, managers, **Employees** and committee members working on its behalf or at its direction".

RECORDS OF PROFESSIONAL SERVICES AND EQUIPMENT

The **Insured** shall, at all times, maintain accurate and descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by the **Company** or their duly appointed representatives. These records shall be retained for a period of at least ten (10) years from the date of treatment and, in the case of a minor, for a period of at least ten (10) years after that minor attains majority.

D. GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

The **Company** of whatsoever nature directly or indirectly shall not be liable to indemnify the **Insured** under this **Policy** in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any:
    a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or civil commotion assuming the proportion of or amounting to an uprising.
    b. strike, riot, civil commotion or labour disturbance.
    c. Act of Terrorism.
    d. action taken in controlling, preventing, suppressing or in any way relating to (a) and / or (b) and / or (c) above.

2. any:
    a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    b. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

    For this purposes of Section 11 (Medical **Malpractice** Liability) only, this General Exclusion shall not apply to any **Claim** in respect of the use of radio-isotopes, radium or radium compounds when used in or incidental to medical procedures and away from the place where such substances are made.

3. any Bodily Injury to any **Person Employed**. This General Exclusion applies:
    a. whether or not the **Insured** may be liable as an employer or in any other capacity; and
    b. to any liability, including any contribution for which the **Insured** may be liable or any obligation to indemnify any other person in respect of such **Bodily Injury**.

4. any obligation for which the **Insured** or his insurer may be held liable under any worker's compensation, disability benefits or unemployment compensation law or any similar law (including a subrogated **claim** by an insurer of any **Person Employed**).

5. any **Pollution or Contamination**:
    a. other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
    b. occurring in the United States of America and / or Canada and / or their dependencies or trust territories.

6. any sexual misconduct of any nature, including sexual relations, sexual contact or intimacy, sexual harassment, sexual molestation, sexual exploitation or sexual discrimination.

7. any libel, slander or defamation.

8. any violation or alleged violation of any competition, price fixing or restraint of trade law, or any passing off, injurious falsehood or infringement or alleged infringement of any patent, copyright, trade mark, service mark, trade name, trade secret, registered design right or other intellectual property rights.

9. any:
    a. Chlorofluorocarbons, Chloro Fluoride Carbons (CFCs) or Chlorinated Hydro-Carbons.
    b. Chromated Copper Arsenate (CCA).
    c. electromagnetic fields (EMFs).
    d. Hepatitis.
    e. Human T-Cell Lymphotropic Virus Type iii (HTLV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency

Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it may be named.

f. latex and / or latex protein and / or latex derivatives and / or latex substances (howsoever these are named, identified, described or classified).
g. Lead.
h. Methyl Tertiary Butyl Ether (MTBE).
i. mould, fungi or bacteria on, within or arising from any building, structure or site.
j. Polychlorinated Biphenyls (PCBs), also known as Askarels, including polychlorinated biphenyl generated dibeneofurans and dioxins or any polychlorinated biphenyls-containing product or material or derivative thereof or the presence of or the actual or threatened use, installation, withdrawal or disposal of any such product or material.
k. product containing silicon or silicone which is in any form implanted or injected in the body.
l. tobacco or any tobacco **products** (or ingredients thereof).
m. Transmissible Spongiform Encephalopathy (TSE), Creutzfeldt-Jakob Disease (CJD), variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD).
n. Formaldehyde.

For the purposes of Section 11 (Medical **Malpractice** Liability) only, sub-paragraphs (d), (e) and (m) of this exclusion shall not apply to any **Claim** for **Malpractice** committed in the course of medical care and / or medical treatment and / or medical testing of any person for:

a. Hepatitis;
b. HTLV iii or LAV or the mutants, derivatives or variations thereof or AIDS or any syndrome or condition of a similar kind howsoever it may be named; or
c. SE, CJD, vCJD or nvCJD.

10. any:
    a. any actual or threatened injury or damage of any nature or kind to persons or property which arises out of any **Asbestos Hazard** or would not have occurred but for any **Asbestos Hazard**.
    b. any liability to make any payment or contribution, or indemnify any person in respect of liability for an **occurrence**, injury or damage which arises out of any **Asbestos Hazard** or would not have occurred but for any **Asbestos Hazard**.
    c. any obligation, request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean-up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of Asbestos or any material or product containing, or alleged to contain, Asbestos.

11. any:
    a. **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
    b. **loss** of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

12. any **Bodily Injury**, **Property Damage** or **Other Contingencies** expected or intended from the standpoint of the **Insured**, except when such Bodily Injury, **Property Damage** or **Other Contingencies** arise solely from the use of reasonable force for the purpose of protecting persons or property.

13. any dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious act, error or omission of any **Insured** or collusion in such dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious act, error or omission by any **Insured**.

14. any failure by the **Insured** to take all reasonable steps and precautions to prevent any circumstance or event which may give rise to a Claim.

15. any liability assumed by the **Insured** by agreement (other than liability arising from a condition or warranty of goods implied by law) and which would not have attached in the absence of such agreement unless, prior to the commencement thereof, full details have been notified to the **Company** and the **Company** have agreed in writing to provide an indemnity. This General Exclusion shall not operate to exclude any liability under Section 4 (No fault

Compensation for **Human Clinical Trials**) in respect of sums payable under the **Conditions of Compensation**.

16. any Product, **Pharmaceutical** or Medical Device manufactured, handled, sold or distributed in violation of any statutory or regulatory requirement.

17. any Product, **Pharmaceutical** or Medical Device that does not have the appropriate regulatory approval, unless such:
    a. is the subject of a licence under the provisions of legislation and complies with good manufacturing practice and good laboratory practice; and
    b. is the subject of approval for marketing by the provisions of legislation; and
    c. has not been the subject of any adverse decision requiring its withdrawal from the market.

18. any dispute concerning employment practices, including disputes concerning wrongful or unfair dismissal, discrimination, harassment or victimisation.

19. any actual or alleged breach of any **data** protection laws or regulations.

20. any **loss** sustained by shareholders or stockholders of the **Insured** in their capacities as such.

21. any trading debts of the **Insured**.

22. any fines, penalties, punitive damages, aggravated damages, liquidated damages or exemplary damages.

23. any act, error, omission, circumstance, incident, event, Claim, **Occurrence**, **Human Clinical Trial**, **Wrongful Act** or series of related **Wrongful Acts** or **Malpractice** happening, or alleged to have occurred, prior to the **Retroactive Date**. This General Exclusion shall not apply to Section 1 (Public Liability), Section 7 (Product Contamination) or Section 9 (Barcode Coverage).

24. any breach of any human rights.

25. any failure of any Product to cure or alleviate any Bodily Injury.

26. any **business** conducted and / or transacted via the internet, intranet, extranet and / or via the **Insured**'s own website, internet site, web address and / or via the transmission of electronic mail or **documents** by electronic means. This General Exclusion shall not apply where the liability of the **Insured** would have existed in the absence of the **business** being conducted and / or transacted via the internet, intranet, extranet and / or via the **Insured's** own website, internet site, web address and / or via the transmission of electronic mail or **documents** by electronic means. The onus of proof in this regard rests with the **Insured** and not with the **Company**

27. any:
    a. perfluorinated compounds (PFCs) including, but not limited to, perfluoroalkyl and polyfluorinated alkyl substances (PFAS), perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), perfluoroether carboxylic and sulfonic acids (PFECAs and PFESAs, respectively), and any related **products** and chemicals, including any constituents of, additives to, derivative of or degradation by **products** thereof;
    b. any hexafluoropropylene oxide dimer acid (HFPO-DA), GenX, and any other replacement PFOA or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012 (Canada), European Chemical Agency (ECHA), or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law (including additions and amendments thereto).

28. any of the following:
    a. Nitrosamines (and / or derivatives thereof);
    b. N,N-Dimethylformamide (and / or derivatives thereof);
    c. N-Nitrosodimethylamine (NDMA);
    d. N-Nitrosodiethylamine (NDEA);
    e. Benzene (and / or derivatives thereof);
    f. Azido-tetrazole;
    g. any other by-product of the manufacturing, production or synthesis process alleged to be a carcinogenic agent in the following Angiotensin II Receptor Blockers (ARBs): Azilsartan (Edarbi) Candesartan, (Atacand) Eprosartan, Irbesartan (Avapro), Losartan (Cozaar), Olmesartan (Benicar), Telmisartan (Micardis), Valsartan (Diovan) or any other drug which has the same chemical formula or is a derivative of or has a similar chemical formula structure or function as such.

29. any:
    a. actual or alleged abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any:
        i. opioid or narcotic drug, opioid or narcotic medication or opioid or narcotic substance of any type, nature or kind including, but not limited to, codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone or naloxone; or
        ii. controlled substance under the Controlled Substance Act or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law;
    b. any actual or alleged failure or inadequacy of any control or monitoring required to prevent or report suspicious behaviour relating to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any substance referenced in (a) above including, but not limited to, any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law;
    c. any actual or alleged failure to warn or inadequacy of any warnings, labels or instructions related to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any substance referenced in (a) above;
    d. any advertisements, warranties, representations, literature, marketing or informational materials related to any substance referenced in (a) above; or
    e. any actual or alleged failure or inadequacy of any controls, practices or procedures related to the marketing, sale, storage, safeguarding and distribution of any substance referenced in (a) above.
    f. or any other drug which has the same chemical formula, is a derivative of or has a similar chemical formula, structure or function as any of the substance referenced in (a) above.

    However, this General Exclusion does not apply to any liability arising from a **Defect in Manufacturing**.
    For the purposes of this General Exclusion, **Defect in Manufacturing** shall mean a deficiency, inadequacy or dangerous condition in the **Insured's Product** caused by an error in the manufacturing process of the **Insured's Product**.

30. any liability described as "Not Covered" on the **Policy Schedule**.

E. GENERAL CONDITIONS

1) THE CONTRACT

This **Policy** and the **Policy Schedule** shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the **Policy Schedule** shall bear such specific meaning wherever it may appear.

2) INNOCENT NON-DISCLOSURE

The **Company** shall not exercise their right to avoid this **Policy** or to reject indemnity in respect of any **claim** under this **Policy** when it is alleged that there has been non-disclosure, misrepresentation of facts or untrue statements in the proposal or in any other information which may have been supplied to the **Company**, provided always that the **Insured** shall establish to the **Company's** satisfaction that such alleged non- disclosure, misrepresentation of facts or untrue statement was free of any fraudulent conduct or intent to deceive.

3) NOTICE OF CLAIM

The **Insured** shall as soon as possible:

a. give notice in writing to the **Company** of any circumstances or **Occurrences** which may give rise to a **Claim** and provide all information and **documents** available to the **Insured**;
b. immediately on receipt by it or its servants or agents forward to the **Company** any **Claim** or notice of proceedings in respect of which the **Company** may be required to indemnify the **Insured**; and/or
c. immediately on receipt by them or their servants or agents, forward to the **Company** any other correspondence or information regarding any **Claim** or proceedings for which the **Company** may be required to indemnify the **Insured**

4) EXTENSION BY NOTICE (APPLICABLE TO SECTIONS HEADED "CLAIMS MADE" BASIS)

This condition shall only apply to those sections of the **Policy** headed "Claims Made" Basis".

If, during the **Period of Insurance**, the **Insured** shall give written notice to the **Company**, duly in accordance with General Condition (2) (a) above, of any circumstances or **Occurrences** which the **Company** accept may give rise to a **Claim**, any **Claim** subsequently made against the **Insured** arising out of that circumstance or **Occurrence** shall be deemed to have been first made against the **Insured** during the **Period of Insurance**, regardless of when such **Claim** is actually made.

5) CLAIMS CO-OPERATION AND CONDUCT OF PROCEEDINGS

The **Insured** shall, at its own expense, co-operate fully with the **Company** and provide such assistance, information, **documents** and access to premises as the **Company** shall request. The **Insured** shall give all such assistance to deal with **Claims** and the conduct of legal proceedings as the **Company** and / or their legal advisers and consultants may require. The **Insured** shall immediately on receipt by it or its servants or agents forward to the **Company** any correspondence or information regarding any **Claim** or proceedings in respect of which the **Company** may be required to indemnify the **Insured**. The **Insured** agrees to waive any **claim** to legal professional privilege to the extent that the privilege would otherwise prevent any legal adviser or consultant of the **Company** from disclosing information to the **Company**.

The **Company** shall be entitled to conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for its own benefit any claim. In any such matter, the **Company** shall have sole discretion in the conduct of any proceedings and in the settlement of any claim.

6) ASSUMPTION OF LIABILITY

No admission, offer, promise, arrangement, payment or indemnity shall be made or given by or on behalf of the **Insured** without the prior written consent of the **Company**. The **Company** shall not be liable for any settlement, **Legal Costs**, admission, offer, promise, arrangement, payment or indemnity to which it has not consented.

7) ACTION AGAINST COMPANY

No action shall lie against the **Company** unless and until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after trial or by written agreement of the **Insured**, the claimant and the **Company**. Nothing contained in this **Policy** shall give any person or entity any right to join the **Company** as a co-defendant in any action against the **Insured** to determine the **Insured's** liability.

8) INSPECTION

The **Company** shall be permitted to inspect the **Insured's** premises, records and operations and the **Insured** shall provide any relevant information and documentation as may be requested by the **Company** at any time. The **Company** waive no right and undertake no responsibility by reason of such inspection or the omission thereof.

9) OTHER INSURANCE

If the **Insured** has other insurance that is applicable to the **Occurrence**, **Claim**, **loss**, liability, costs or expenses (or which would be applicable if this **Policy** did not exist), such other insurance shall be primary to the cover afforded by this **Policy** and the **Company** shall not be liable to indemnify the **Insured** until such other insurance is exhausted. If such other insurance were exhausted, the **Limits of Liability** (or, if applicable, the sub-limit of liability) would apply in excess of the limit of indemnity applying under the other insurance.

10) SUBROGATION

a. In the event of any payment or indemnity being made or provided under this **Policy**, the **Company** shall be subrogated to the extent of such payment to all the **Insured**'s rights of recovery, indemnity or contribution against any third party.
b. The **Insured** shall not surrender any right or settle any **claim** arising from any such right of recovery, indemnity or contribution and shall execute all papers required and do everything necessary within its power to secure such rights. The **Insured** shall do nothing to prejudice such rights.
c. The **Insured** shall, at its own expense, co-operate fully with the **Company** in the pursuit of any subrogated **claim** and shall provide such assistance, **documents** and access to premises as the **Company** shall request.
d. If the **Company** make a recovery in the exercise of rights of subrogation, any sums recovered shall be applied in the following order of priority:
e. firstly, to reimbursement of any outlay or anticipated outlay of the **Company** (including payments made to indemnify the **Insured**, costs and disbursements);
f. secondly, to reimbursement of uninsured losses of the **Insured**; and
g. thirdly, to reimbursement of the liability of the **Insured** in respect of the **Deductible**.
h. The **Company** shall not exercise any right of subrogation that may exist against any **Employee** or former **Employee** of the **Insured** unless the **Company** shall have made a payment brought about or contributed to by the act, error or omission of the **Employee** or former **Employee** which was dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious.

11) CANCELLATION

a. This **Policy** may be cancelled at any time at the written request of the **Policy**holder. The **Company** shall, upon surrender of the **Policy**, refund the amount by which paid premium exceeds earned premium (that being computed in accordance with the short rate calculation table provided below).
b. The **Company** shall, except in the case of non-payment of premium, give the Corporate Risk Department (or its equivalent) of the **Policyholder** thirty (30) days written registered mail notice of cancellation and, in the case of non-payment of premium, the **Company** shall give fifteen (15) days' notice of cancellation.
c. If the premium for the whole or part of this **Policy** is demanded and / or paid on an estimated basis, premium adjustment may be made by the time cancellation is effected or, if not then made, shall be made as soon as practicable after cancellation becomes effective.
d. In this condition the expression "paid premium" means premium actually paid by the **Policyholder** to the **Company** or their authorized agent and does not include any premium or part thereof paid to the **Company** by an agent, unless actually paid to the agent by the **Policyholder**.

Upon cancellation of this **Policy**, any certificate(s) of insurance shall be cancelled, and shall be returned by the **Policyholder** to the **Company** immediately.

SHORT RATE CALCULATION TABLE

Days Insurance Policy in Force	Percent of Premium
Up to - 83	33%
84 - 87	34%
88 – 91 (3 months)	35%
92 - 94	36%
95 - 98	37%
99 - 102	38%
103 - 105	39%
106 - 109	40%
110 - 113	41%
114 - 116	42%
117 - 120	43%
121 – 124 (4 months)	44%
125 - 127	45%
128 - 131	46%
132 - 135	47%
136 - 138	48%
139 - 142	49%
143 - 146	50%
147 - 149	51%
150 – 153 (5 months)	52%
154 - 156	53%
157 - 160	54%
161 - 164	55%
165 - 167	56%
168 - 171	57%
172 - 175	58%
176 - 178	59%
179 – 182 (6 months)	60%
183 - 187	61%
188 - 191	62%
192 - 196	63%
197 - 200	64%
201 - 205	65%
206 - 209	66%
210 – 214 (7 months)	67%
215 - 218	68%
219 - 223	69%
224 - 228	70%
229 - 232	71%
233 - 237	72%
238 - 241	73%
242 – 246 (8 months)	74%
247 - 250	75%
251 - 255	76%
256 - 260	77%
261 - 264	78%

265 - 269	79%
270 – 273 (9 months)	80%
274 - 278	81%
279 - 282	82%
283 - 287	83%
288 - 291	84%
292 - 396	85%
297 - 301	86%
302 – 305 (10 months)	87%
306 - 310	88%
311 - 314	89%
315 - 319	90%
320 - 323	91%
324 - 328	92%
329 - 332	93%
333 – 337 (11 months)	94%
338 - 342	95%
343 - 346	96%
347 - 351	97%
352 - 355	98%
356 - 360	99%
361 – 366 (12 months)	100%

12) WAIVER, VARIATION AND ASSIGNMENT

a. No provision of this **Policy** may be waived or varied, except by an endorsement issued and signed by the **Company**. Notice given to any agent of the **Insured** or of the **Company** or knowledge possessed by any such agent or any other person, shall not be held to effect a waiver or change in any part of this **Policy**.

b. No change, modification or assignment of any interest under this **Policy** shall be effective without the prior written approval of the **Company**.

13) CROSS LIABILITY

The insurance afforded by Sections 1 to 11(inclusive) of this **Policy** shall apply in respect of any **Claim** brought against any one **Insured** by any other **Insured**. The coverage shall apply in the same manner and to the same extent as if a separate **policy** had been issued to each **Insured**. Any breach of a term or condition of this **Policy** by any **Insured** shall not affect the protection given by this **Policy** to any other **Insured**. Nothing in this condition shall operate to increase the **Limits of Liability** under this **Policy**.

14) GOVERNING LAW AND JURISDICTION

Unless otherwise stated on the **Policy Schedule**, this **Policy** shall be governed by and construed in accordance with Indian law and any disputes arising out of or concerning this **Policy** shall be subject to the exclusive jurisdiction of the courts of India.

15) BASIS OF PREMIUM

If any part of the premium is based on estimates furnished by the **Insured**, the **Insured** shall keep an accurate record containing all relevant particulars and shall allow the **Company** to inspect such record. Within one month of the expiry of the **Period of Insurance**, the **Insured** shall furnish such information as the **Company** may require. The deposit premium shall thereupon be adjusted and the difference paid by or allowed to the **Insured**, subject to the retention by the **Company** of any minimum premium.

16) ADMINISTRATION AND THE POLICYHOLDER

It is agreed that the **Policyholder** has acted and shall continue to act as agent of each and every **Insured** with irrevocable authority with respect to all aspects of this **Policy** including, but not limited to, the following:

contract negotiations; renewals and decisions not to renew; amendments and endorsements to cover; premium payment; premium adjustments; receipt of notices regarding this **Policy**; dispute resolution matters; claims management; consent to defence and settlement; **claim** payments and exercising rights of the **Insured**; allocation; and cancellation.

17) EROSION OF DEDUCTIBLE BY LEGAL COSTS

The **Deductible** shall be eroded by any payment of **Legal Costs** by the **Insured**.

18) DISCHARGE BY PAYMENT

In connection with any **Claim** against the **Insured**, the **Company** may, at any time, pay to the **Insured** a sum equal to the **Limits of Liability** applying to the relevant section of this **Policy**, or any lesser amount for which, in the reasonable opinion of the **Company**, such **Claim** can be settled. Upon payment of such sums, the **Company** shall be entitled to relinquish the control of such **Claim** and be under no further liability in connection therewith, save for such **Legal Costs** as the **Company** have already agreed in writing to pay in respect of matters prior to the date of such payment.

19) REASONABLE STEPS AND PRECAUTIONS

a. The **Insured** shall, at its own expense, take all reasonable steps and precautions to prevent any event, circumstance or **occurrence** which may give rise to liability indemnified under this **Policy** and shall maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. As soon as possible after discovery, the **Insured** shall cause any defect or danger to be made good or remedied and, in the meantime, shall cause such additional precautions to be taken as the circumstances may require.
b. If any **Insured** becomes aware of any event, circumstance or **occurrence** which may give rise to a **Claim** or liability against any **Insured** it shall, at its own expense, take all reasonable steps and precautions to avoid or minimise any **Claim** or liability arising from that event, circumstance or **occurrence**.
c. Prior to the commencement of any **Human Clinical Trial**, the **Insured** shall ensure that all applicable statutory and regulatory requirements and professional guidelines and standards have been complied with in respect of that **Human Clinical Trial**.

20) CURRENCY

All amounts shown in this **Policy** are deemed to be expressed in Indian Rupees unless clearly stated to the contrary.

21) INTERLOCKING CLAUSE

In the event of any acts, errors, omissions, events, circumstances, **Claims**, **occurrences**, **Human Clinical Trial**, **Wrongful Act** or **Malpractice** or in respect of which the **Insured** is entitled to indemnity under more than one section, extension or endorsement of this **Policy**, each section, extension or endorsement shall be subject to its applicable **Limits of Liability**, provided that the total amount of the **Company's** liability shall not exceed the lesser of: (a) the greatest **Limits of Liability** available under one of the sections, extensions or endorsements providing indemnity; and (b) the aggregate **Limits of Liability** for sections 2 to 11 and all extensions and endorsements combined, as specified in the **Policy Schedule**.

22) CHANGE OF INTEREST / ALTERATION OF RISK

This **Policy** shall automatically terminate if:

a. the interest of the **Insured** ceases other than as a result of death; or
b. the **Business** is wound up, carried on by a liquidator or an administrator or permanently discontinued,

save where, within 14 days, the **Company** sign a memorandum stating that the **Policy** continues.

If any material change is made to the **Business**, or if any material change of any kind shall occur which affects to any extent the risks **insured** under this **Policy**, the **Company** shall not be liable in respect of any liability, claim, **loss**, costs or expenses arising out of such material change, unless the **Company** have previously been notified of such material change and have agreed to it in writing.

23) FRAUDULENT CLAIMS

If any **claim** under this **Policy** shall be in any respect fraudulent or dishonest, or if any fraudulent means or devices are used in the making of such a claim, all benefit under this **Policy** shall be forfeited and the **Company**

shall be entitled to refuse to indemnify any **Insured** in respect of any **claim** and shall be under no further liability under this **Policy**.

24) UNENFORCEABLE / VOID PROVISIONS

If any clause of this **Policy** shall be struck down in whole or in part, the remainder of the **Policy** shall continue in full force and effect.

25) DEDUCTIBLE

The **Company** may, at their sole discretion, pay any part or all of the **Deductible** to effect settlement of any **Claim** and, upon notification of the action taken, the **Policyholder** shall promptly reimburse the **Company** for such **Deductible** (or portion thereof) as the **Company** have paid.

26) ALLOCATION

In the event that the **Insured** is the subject of, or party to, a **Claim** or proceedings which are covered only in part by this **Policy**, the **Policyholder** and the **Company** shall use their best efforts to agree upon a fair and proper allocation of liability, **loss**, costs or expenses or **Legal Costs** and any other sums **insured** under this **Policy**, taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this **Policy**.

27) SANCTIONS

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

28) ARBITRATION CLAUSE

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.

29) 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.

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

FAIR PROCESSING NOTICE

We limit the collection, disclosure and use of personal information to only what is needed to properly produce, quote, underwrite, service and administer **our** insurance and reinsurance **products** and / or to fulfil legal or regulatory requirements. The types of personal information **we** collect and how **we** use such information is set out in **our** Privacy Statement, which is available on **Our** website (or in other formats upon request).

The way insurance works means that personal information provided to **us** may need to be shared with and used by a number of third parties in the insurance sector, including **our** group companies, agents, brokers, other insurers, reinsurers, loss adjusters, professional advisers, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose personal information in connection with the insurance cover **we** provide and to the extent required or permitted by law or regulation.

Other people's details you provide to us
Where **you** provide personal information to **us** (whether directly or indirectly), **you** must highlight this notice and **our** Privacy Statement to the individuals to whom the personal information relates and ensure **you** have their consent to provide such information to us. Unless **you** tell **us** otherwise, **we** will assume **you** have obtained their consent. If **you** have not obtained consent, or if any relevant individual withdraws consent, this may impact **our** ability to provide cover.

Want more details?
For more information about how **we** use personal information, please see **our** Privacy Statement.
Contacting us and your rights
Subject to certain exceptions, individuals have the right to access, rectify and erase personal information **we** hold about them. To exercise any such rights, or raise any questions or concerns about the personal information **we** hold, please contact Us.

Go Digit General Insurance Ltd. Call at: 1800-258-5956
E Mail: hello@godigit.com

You may also have the right to lodge a complaint with the relevant supervisory authority which, in India, is the Insurance Regulatory and Development Authority of India.

F. ENDORSEMENTS

Endorsements attaching to and forming part of the Policy.

The following endorsement is only provided if it is described as "Covered" on the **Policy Schedule**.

1. UNITED STATES OF AMERICA / CANADA EXTENSION ENDORSEMENT

If **You** have opted for this cover, subject to the terms, conditions, limitations and exclusions of this **Policy**, Sections, as mentioned in the **Policy Schedule**, are extended to include **Occurrences** arising within the **Specified Territory**

Notwithstanding anything to the contrary contained in this **Policy**:

a. this **Policy** does not include as an **Insured** or indemnify any organisation/ company domiciled and / or registered in a **Specified Territory ,** except those listed below which have been identified and agreed by **Company**:
   List of Companies:
b. as far as concerns legal liability arising from any **Claim**:
   i. which is made in a **Specified Territory**; or
   ii. in respect of which an action or litigation is brought in a court of law within a **Specified Territory** or where the action or litigation is brought in a court of law outside such **Specified Territory** to enforce a judgement

therein:

1. the **Company** shall not indemnify the **Insured** against fines, penalties, punitive damages, aggravated damages, liquidated damages, treble damages or any other damages resulting from the multiplication of compensatory damages.
2. the **Limits of Liability** specified in the **Policy Schedule** are each deemed to be inclusive of **Legal Costs**.
3. this **Policy** does not cover any liability for:
   a. **Bodily Injury**, **Property Damage** or **Other Contingencies** directly or indirectly caused by seepage, **Pollution or Contamination**.
   b. the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances.
   c. Underinsured Motorists' coverage or any obligation of the **Insured** under "No-Fault" state law.
   d. any act, error, omission, circumstance, incident, event, **Claim** or **occurrence** happening, or alleged to have happened, prior to the **retroactive date** for this endorsement.

c. a **Deductible** amount as mentioned in the **Policy Schedule** will apply for each and every **Claim**.

Additional Definition

For the purposes of this endorsement, the following term shall have the following meaning:

i. **Specified Territory** shall mean the United States of America, Canada and any Territory within the jurisdiction thereof.
ii. **Retroactive date:** As mentioned in the **Policy Schedule**

Except as otherwise stated, all other terms, conditions, limitations and exclusions remain unchanged.

2. DIFFERENCE IN CONDITIONS / DIFFERENCE IN LIMITS ENDORSEMENT

If **You** have opted for this cover, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against legal liability in respect of a **policy** issued to the **Insured** in an overseas territory or any other local **policy** placed separately, but only to the extent:

1. that the terms and conditions of this **Policy** are broader than the terms and conditions of the local **policy** in respect of claims which are not recoverable under such local **policy**;
2. by which the **Limits of Liability** of this **Policy** exceed the limit of indemnity available under the local **policy**,

provided that:

a. the local **policy** shall be effected and maintained to comply with the laws and any country to which this endorsement applies with a limit of indemnity of not less than the amount advised to the **Company**;
b. this endorsement will not apply to the **Insured's** contribution, **deductible** or excess under any such local **policy**;
c. any **claim** paid (regardless of currency or country wherein such **claim** is paid) under this **Policy** and / or any other local underlying **policy** shall serve to reduce the **Limit of Liability** and shall be deducted from the applicable **Limits of Liability** of the **Company** for the **Period of Insurance**.

Except as otherwise stated, all other terms, conditions, limitations and exclusions remain unchanged.

3. ADVERTISING LIABILIY EXTENSION ENDORSEMENT ("CLAIMS MADE" BASIS)

If **You** have opted for this cover, notwithstanding General Exclusions (7) and (19), the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for **Advertising Liability** caused by an **Occurrence** within the **Policy Territory** in connection with the **Business**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that:

i. the **Claim** is first made against the **Insured** during the **Period of Insurance**; and
ii. all **Claims** made during the **Period of Insurance** (and any subsequent period for which the **Insured** shall pay and the **Company** accept a renewal premium) resulting from or alleged to have resulted from the same **Occurrence** shall be deemed to be one **Claim** and as having been first made during the **period of insurance** in which the first **Claim** is made against the **Insured**.

Additional Definitions

For the purposes of this endorsement, the following terms shall have the following meanings:

i. **Advertisement** shall mean a notice that is broadcast or published to the general public or specific market segments about the **Insured's** goods, **products** or services for the purposes of attracting customers or supporters. For the purposes of this definition:
   a. notices that are published include material placed on the internet or on similar electronic means of communication;
   b. notices that are published include labels, packaging and insertions; and
   c. regarding websites, only that part of a website that is about the **Insured's** goods, **products** or services for the purposes of attracting customers or supporters is considered an advertisement.

ii. **Advertising Liability** shall mean:
   a. oral or written publication in any manner of material that slanders or libels a person or organisation or disparages a person or organisation's goods, **products** or services;
   b. oral or written publication in any manner of material that violates a person's right of privacy;
   c. the use of another's advertising idea in an **Advertisement**;
   d. infringement upon another's copyright, trade dress or slogan in an **Advertisement**;
   e. any of the foregoing alleged by any other name,

committed, or alleged to have been committed, in any **Advertisement** by or on behalf of the **Insured** and arising from the **Insured's** advertising activities.

iii. **Occurrence** shall mean any advertisement, publicity, article, broadcast or telecast or any combination thereof involving the same injurious material or act regardless of the frequency of repetition or the number or kind of media used, whether any **Claim** is made by one or more persons.

Additional Exclusions

The **Company** shall not be liable to indemnify the **Insured** in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any failure of performance of contract other than misappropriation of advertising ideas under an implied contract.
2. any infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised. This exclusion shall not relate to titles or slogans.
3. any incorrect description or incorrect labelling of any goods, **products** or services.
4. any mistake in the advertised price of any goods, **products** or services.
5. any offence by an **Insured** whose **business** is advertising, broadcasting, publishing or telecasting.
6. any **Advertising Liability** that occurred before the **Insured** created or acquired any company/ organisation.
7. any use of any images of person(s) without the express written permission of such person(s).
8. any material published with knowledge of falsity or with reckless indifference as to the truth.
9. any use or reproduction of any film content, video or television program, musical work, literary work or sound recordings, including but not limited to audio files, musical compositions, and soundalike recordings, without proper grant of license(s) for use or reproduction.
10. any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.
11. any act, error, omission, circumstance, fact, incident, event, **Claim**, **Occurrence** or **Advertisement** happening, or alleged to have happened, prior to the **retroactive date** for this endorsement.
12. any liability more specifically **insured** under any other Section, extension or endorsement of the **Policy**.

Limits of Liability

i. Any one **Claim** (inclusive of **Legal Costs**) – As mentioned in the **Policy Schedule**; and
ii. In the aggregate. – As mentioned in the **Policy Schedule**

Deductible: As mentioned in the **Policy Schedule** for each and every **Claim** (inclusive of **Legal Costs**).

Retroactive date: As mentioned in the **Policy Schedule**

The inclusion herein of more than one **Insured** shall not operate to increase the limit of the **Company's** liability.

Except as otherwise stated, all other terms, conditions, limitations and exclusions remain unchanged.

4. REPUTATIONAL INJURY EXTENSION ENDORSEMENT ("CLAIMS MADE" BASIS)

If **You** have opted for this cover, notwithstanding General Exclusions (7) and (19) the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. legal liability for damages in respect of a **Claim** for **Reputational Injury** happening within the **Policy Territory** and in connection with the **Business**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** in connection with paragraph (1) above,

provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

Additional Definition

For the purposes of this endorsement, the following term shall have the following meaning:

i. **Reputational Injury** shall mean injury caused by an act of:
   a. false arrest, false detention or other false imprisonment;
   b. malicious prosecution;
   c. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
   d. electronic, oral, written or other publication of material including on the internet or in other media that:
      i. disparages a person's or organisation's **products** or services; or
      ii. violates a person's right of privacy; or
   e. discrimination, harassment or segregation based on a person's protected human characteristics as established by law.

Additional Exclusion

The **Company** shall not be liable to indemnify the **Insured** in respect of any liability, **Claim**, **loss**, costs or expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any act, error, omission, circumstance, incident, event or **occurrence** happening, or alleged to have happened, prior to the **retroactive date** for this endorsement.

Limits of Liability:

a. Any one **Claim** (inclusive of **Legal Costs**) – As mentioned in the **Policy Schedule**; and
b. In the aggregate – As mentioned in the **Policy Schedule**

Deductible: As mentioned in the **Policy Schedule** for Each and every **Claim** (inclusive of **Legal Costs**) .

Retroactive date: As mentioned in the **Policy Schedule**

The inclusion herein of more than one **Insured** shall not operate to increase the limit of the **Company's** liability.

Except as otherwise stated, all other terms, conditions, limitations and exclusions remain unchanged.

5. MITIGATION OF LOSS EXTENSION ENDORSEMENT

If **You** have opted for this cover, the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against direct costs and expenses reasonably and necessarily incurred by the **Insured** with the **Company's** prior written consent in respect of measures taken by the **Insured** for the purpose of avoiding or mitigating a **Claim** or potential **Claim** for which the **Insured** would be entitled to indemnity under the

terms and conditions of this **Policy**.

Additional Exclusions
The **Company** shall not be liable to indemnify the **Insured** in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

a. any **business**, internal or overhead expenses of the **Insured**, including wages, salaries, commissions, benefits, bonuses, the cost of the **Insured's** time or other remuneration or profit of the **Insured**.
b. any costs or expenses attributable to measures taken by the **Insured** to mitigate risks that affect the wider **business** environment or the industry in which the **Insured** conducts their **Business**, as opposed to affecting primarily the **Insured's company** named as the **Policyholder**.
c. any act, error, omission, circumstance, fact, incident, event or **occurrence** happening, or alleged to have happened, prior to the **retroactive date** for this endorsement.
d. any costs and expenses more specifically **insured** under any other Section, extension or endorsement of the **Policy**.

Limit of Liability: In the aggregate – As mentioned in the **Policy Schedule**.
Deductible: As mentioned in the Policy **Schedule** for each and every **Claim** or potential **Claim** (inclusive of **Legal Costs**).
Retroactive date: As mentioned in the Policy **Schedule**

The inclusion herein of more than one **Insured** shall not operate to increase the limit of the **Company's** liability. Except as otherwise stated, all other terms, conditions, limitations and exclusions remain unchanged.

6. LEGIONELLA EXTENSION ENDORSEMENT

If **You** have opted for this cover, section 1 (Public Liability) of this **Policy** is extended such that the **Company** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

1. legal liability for damages in respect of **Bodily Injury** caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** arising from the release of any disease or disease carrying **pollutants** or water droplets or water vapour into the atmosphere or water courses from the **Insured's** air conditioning or water or air cooling systems in connection with the **Business**;
2. legal liability for claimants' costs and expenses in connection with paragraph (1) above;
3. **Legal Costs** in connection with paragraph (1) above.

Additional Exclusion
The **Company** shall not be liable to indemnify the **Insured** in respect of any liability, **Claim**, **loss**, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

1. any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.
2. any act, error, omission, circumstance, fact, incident, event or **occurrence** happening, or alleged to have happened, prior to the **retroactive date** for this endorsement.
3. any liability more specifically insured under any other Section, extension or endorsement of the **Policy**.

Limits of Liability:

a. Any one **Occurrence** (inclusive of **Legal Costs**) – As mentioned in the **Policy Schedule**; and
b. In the aggregate – As mentioned in the **Policy Schedule**.

Deductible: As mentioned in the Policy **Schedule** for each and every **Occurrence** (inclusive of **Legal Costs**).

Retroactive date: As mentioned in the **Policy Schedule**

Except as otherwise stated, all other terms, conditions, limitations and exclusions remain unchanged.