

Zurich Kotak General Insurance Company (India) Limited.

(Formerly known as Kotak Mahindra General Insurance Company Limited)

Registered Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India.

**ZK - 24-25/v2**

## Maxima Commercial General Liability Insurance Policy Wording (Commercial)

**Notice:** Various provisions in this **Policy** restrict coverage. Read the entire **Policy** carefully to determine rights, duties and what is and is not covered.

This **Policy** is issued on a Claims Made and Reported basis and should you have any query with regard to this **Policy**, please contact your Agent, Broker or our office.

In consideration of receipt of premium, the insurance coverage awarded under this **Policy** is afforded solely with respect to **Claims** first made during the **Policy Period** and reported to the **Insurer** as required by this **Policy**. Amounts incurred for legal defence will reduce the **Limits of Indemnity** available to pay judgements or settlements and be applied against the **Deductible**. The **Insurer** does not assume any Duty to Defend and relies upon the statements made, information contained in the proposal form, which forms the basis of this **Policy**. The **Insurer** and the **Insured** agree as follows:

### 1. Insuring Agreement

The **Insurer** hereby agrees to indemnify the **Insured** against legal liability and **Defence Costs** related thereto, in excess of the **Deductible** specified in the **Schedule** against each Insuring Clause and Optional Extensions, arising out of the **Insured's Business** as specified in Item 2 of the **Schedule**, as per the following:

All coverage under this insurance under all Insuring Clauses, Standard and Optional Extensions apply only if:

- Occurrence** to which the **Claim** is attributed takes place in the **Coverage Territory**;
- Occurrence** to which the **Claim** is attributed did not occur before the **Retroactive Date** if any as shown in Item 4 of the **Schedule** or after the end of the **Policy Period** or any Extended Reporting Period as provided under Section 5 Extended Reporting Periods;
- Claim** is made in the jurisdiction specified in the **Schedule** against each Insuring Clause and Optional Extension.

A **Claim** will be deemed to have been made at the earlier of the following times:

- When notice of such **Claim** is received by any **Insured** or by the **Insurer** whichever comes first;
- All **Claims** for **Damages** to the same person or organisation under any Insuring Clause will be deemed to have been made at the time the first of those **Claims** is made against the **Insured**.

And reported to the **Insurer** during the **Policy Period** or any Extended Reporting Period as provided under Section 5 Extended Reporting Periods

### 1.1 Bodily Injury and/or Property Damage

**Insurer** will pay those sums that the **Insured** becomes legally liable to pay as **Damages** and **Defence Costs** related thereto because of **Bodily Injury** and/or **Property Damage** to which this insurance applies.

#### Specific exclusions applicable to Insuring Clause 1.1

This insurance does not apply to:

- Expected or Intended Injury

**Bodily Injury** and/or **Property Damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.

- Liquor Liability

**Bodily Injury** and/or **Property Damage** for which any **Insured** may be held liable by reason of:

- Causing or contributing to the intoxication of any person; or
- The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if the **Insured** is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- Damage to Property

**Property Damage** to:

- Property owned, rented, or occupied by the **Insured**;
- Premises sold, given away or abandoned by the **Insured**, if the **Property Damage** arises out of any part of those premises;
- Property loaned to **Insured**;
- Personal property in the care, custody or control of the **Insured**;
- That particular part of real property on which the **Insured** or any contractors or subcontractors working directly or indirectly on the **Insured's** behalf are performing operations, if the **Property Damage** arises out of those operations; or
- That particular part of any property that must be restored, repaired or replaced because the **Insured's Work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **Property Damage** (other than damage by fire) to premises, including the contents of such premises, rented to the **Insured** for a period of seven or fewer consecutive days. A separate limit of insurance applies to **Damage** to premises rented to the **Insured** as described in Item 5 (ii) of the **Schedule** attached to this **Policy**.

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

- Damage to the Insured's Product

**Property Damage** to the **Insured's Product** arising out of it or any part of it.

- Damage to the Insured's Work

**Property Damage** to the **Insured's Work** arising out of it or any part of it, and included in the Products-completed operations hazard.

- Damage to Impaired Property or Property Not Physically Injured

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

- A defect, deficiency, inadequacy or dangerous condition in the **Insured's Product** or the **Insured's Work**; or
- A delay or failure by the **Insured** or anyone acting on the **Insured's** behalf to perform a contract or agreement in accordance with its terms.

- Recall of Products, Work or Impaired Property

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

- The **Insured's Product**;

(2) The **Insured's Work**; or

(3) **Impaired Property**;

h. **Personal Injury or Advertising Injury**

Any **Claim** arising out of **Personal Injury** or **Advertising Injury**.

2. **Standard Extensions**

2.1 **Damage to Rented Property**

The **Insurer** will pay for **Damage** to rented property up to the **Limit of Indemnity** declared in the **Schedule** arising out of **Property Damage** to premises declared in writing to the **Insurer**, while rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner in the case of damage by fire and flood.

2.2 **Personal Injury or Advertising Injury**

The **Insurer** will pay those sums that the **Insured** becomes legally liable to pay as **Damages** and **Defence Costs** related thereto because of **Personal Injury** or **Advertising Injury** to which this insurance applies.

**Specific exclusions applicable to Insuring Clause 2.2**

This insurance does not apply to **Personal Injury** or **Advertising Injury**:

- a) Caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury** or **Advertising Injury**;
- b) Arising out of oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity;
- c) Arising out of oral or written publication of material whose first publication took place before the beginning of the **Policy Period**;
- d) Arising out of a breach of contract, except an implied contract to use another's advertising idea in the **Insured's Advertisement**;
- e) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the **Insured's Advertisement**;
- f) Arising out of the wrong description of the price of goods, products or services stated in the **Insured's Advertisement**;
- g) Committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion applies only to **Advertising Injury**;
- h) Arising out of Electronic chat rooms or bulletin boards the **Insured** hosts, owns or over which the **Insured** exercises control;
- i) Arising out of the unauthorized use of another's name or product in the **Insured's** e-mail address, domain name or meta tag or any other similar tactics to mislead another's potential customers.

2.3 **72 Hours Basis- Sudden and Accidental Pollution**

It is hereby declared and agreed that this **Policy** is extended to cover:

- a) legal liability of the **Insured** for **Bodily Injury** and/or **Property Damage** directly or indirectly caused by **Pollution**,
- b) The reasonable cost of removing nullifying or cleaning-up **Pollutants** arising out of any government demand or request.

Provided, such **Pollution** is caused by a sudden, unintended and unexpected happening which takes place in its entirety at a specific time and place during the **Policy Period** and must be physically evident to the **Insured** or other parties within 72 hours of its beginning, whether a **Claim** has been made or not against the **Insured**.

This clause does not cover fines, penalties punitive or exemplary damage.

This clause shall not extend this **Policy** to cover any liability

which would not have been covered under this **Policy** had this clause not been attached, except in so far as detailed herein.

The liability of the **Insurer** under this extension shall not exceed the **Limit of Indemnity** declared alongside under Optional Extensions in the **Schedule**

**Specific exclusions applicable to Insuring Clause 2.3**

Notwithstanding coverage provided under Optional Extension 3.3, this insurance does not apply to environmental damage caused by **Terrorism**.

2.4 **Transportation**

**Insurer** will pay those sums that the **Insured** becomes legally liable to pay as **Damages** and any **Defence Costs** related thereto because of **Bodily Injury** and/or **Property Damage** arising out of an **Occurrence** directly caused by materials/ substances whilst being transported by pipelines on land owned and/or operated by the **Insured** or rail or road by an **Occurrence**.

If this cover is opted for, then Para b) Clause i) is hereby deleted from the Definition 5.37 of **Products and Completed Operations Hazard**

It is expressly agreed and understood that the cover granted under this Insuring Clause shall not provide coverage against **Pollution**, howsoever caused unless Insuring Clause 2.3 has also been opted for.

3. **Optional Extensions**

3.1 **Medical Expenses**

**Insurer** will pay medical expenses, regardless of fault, as described below for **Bodily Injury** caused by an **Occurrence**:

- a) On **Premises** the **Insured** owns or rents;
- b) On ways next to **Premises** the **Insured** owns or rents; or
- c) Because of the **Insured's Business** as specified in Item 2 of the **Schedule**

provided that:

- a. The expenses are incurred and reported to the **Insurer** within thirty (30) days of the date of the **Occurrence**; and
- b. The injured person submits to examination, at the **Insurer's** expense, by physicians of the **Insurer's** choice as often as the **Insurer** reasonably requires.

**Specific exclusions applicable to Optional Extension 3.1 Medical Expenses**

**Medical Expenses** are not payable:

- a. To any **Insured** or to a person hired to do work for or on behalf of any **Insured** or a tenant of any **Insured**.
- b. To a person injured on that part of **Premises** the **Insured** own or rent that the person normally occupies.
- c. To a person injured while taking part in athletics.
- d. If excluded under Insuring Clause 1 or Section 4 of the **Policy**.

3.2 **Official Visits Abroad of Insured**

**Insurer** will pay those sums that the **Insured** becomes legally liable to pay as **Damages** and any **Defence Costs** related thereto in connection with the **Insured's** business which may be deemed to include any liability incurred in a personal capacity by an **Employee** or director whilst travelling outside his or her country of domicile in connection with **Insured's** business, provided that the **Employee** or director is not entitled to indemnity under any other policy of insurance, self-insurance, or deductible programme effected in the **Insured's** name.

3.3 **Terrorism Legal Liability**

The **Insurer** will pay those sums that the **Insured** becomes legally liable to pay as **Damages** and any **Defence Costs** related thereto on account of **Bodily Injury** and/or **Property Damage** as a result of **Terrorism** that takes place within the **Premises** of the **Insured**.

**Specific exclusions applicable to Optional Extension 3.3 Terrorism Legal Liability**

This Extension does not cover any liability

- for environmental damage.
- damage caused due to an action by forces while defending an act of terrorism

If this extension is opted for, General Exclusion no. 4.15 is modified to delete the word **Terrorism** from its purview.

### 3.4 Cross Liability/Separation of Insureds

Except with respect of the **Limit of Indemnity**, and any rights or duties specifically assigned in this **Policy** to the **Insured**, this insurance applies:

1. As if each **Insured** were the only **Insured**; and
2. Separately to each **Insured** against whom **Claim** is made or **Suit** is brought.

### 3.5 Non-Owned Hired Auto Liability

The **Insurer** will pay those sums that the **Insured** becomes legally liable to pay as **Damages** and any **Defence Costs** related thereto because of **Bodily Injury** and/or **Property Damage** caused by an **Occurrence** and arising out of the maintenance or use, including **Loading and Unloading**, of any **Non-Owned Auto** and/or **Hired Auto**.

#### Specific exclusions applicable to Optional Extension 3.5 Non-Owned and Hired Automobile Liability

Coverage granted under this insurance does not apply:

- (a) to **Bodily Injury** to any **Insured** or any **Employee** out of and in the course of his employment by the **Insured**; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the **Insured** unless benefits therefore are in whole or in part either payable or required to be provided under any Workmen's Compensation Law;
- (b) to **Property Damage** to
  - i) Property owned or being transported by the **Insured**, (even if Transportation Cover is provided under Insuring Clause 2.4)
  - ii) Property rented to or in the Care, Custody or Control of the **Insured**, or to which the **Insured** is, for any purpose, exercising physical control, other than **Property Damage** to a residence or private garage by a **Private Passenger Auto** covered by this Insurance;
- (c) to **Bodily Injury** and/or **Property Damage** arising out of **Pollution** (even if Pollution Cover is provided under Insuring Clause 2.3)

For the purposes of this Optional Extension **Insured** is defined as follows:

- i) The **Insured**;
- ii) Any partner or executive officer thereof, but with respect to a **Non-owned auto**, only while such **Auto** is being used in the **Insured's** business;
- iii) Any other person while using a **Hired Auto** with the permission of the **Insured**, provided his actual operation or (if he is not operating) his other actual operation thereof is within the scope of such permission, but with respect to **Bodily Injury** and/or **Property Damage** arising out of the loading or unloading thereof, such other person shall be an **Insured** only if he is:
  - iv) A lessee or borrower of the **Auto**, or
  - v) An **Employee** of the **Insured** or of such lessee or borrower;
  - vi) Any other such person or organization but only with respect to his or its liability because of acts or omissions of an **Insured** under (a), (b) or (c) above.

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

- i) Any person while engaged in the business of his employer with respect to **Bodily Injury** to any fellow employee of such person injured in the course of his employment;
- ii) The owner or lessee (of whom the **Insured** is a sub lessee) of a **Hired Auto** or the owner of a **Non-Owned Auto**, or any agent or employee of any such owner or lessee;

- iii) An Executive Officer with respect to an **Auto** owned by him or by a member of his household;
- iv) Any person or organization, other than the **Insured**, with respect to:
  - (a) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance held by the **Insured** (except a trailer designed for use with a **Private Passenger Auto** and not being used for business purposes with another type of motor vehicle), or
  - (b) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the **Insured**
- (v) any person while employed in or otherwise engaged in duties in connection with the business or occupation of selling, repairing, servicing, storing, or parking **Auto**.

### 3.6 Mitigation Expenses

The **Insurer** will solely at its discretion indemnify the **Insured** against costs and expenses necessarily incurred with the prior written consent of the **Insured** in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a **Claim** under this **Policy**;

Provided that:

- (i) the onus of proving such a **Claim** under this extension shall be upon the **Insured** and it will be obliged to give prior written notice to the **Insured** during the **Policy Period** of its intention to take action that will incur such loss;
- (ii) the quantum of any such **Claim** shall, in the reasonable opinion of the **Insurer**, exceed the value of any mitigation expenses;
- (iii) such mitigation expenses shall not include any element of profit, or loss of profit, to the **Insured** or Third Party.

### 3.7 Supplementary Payments

The **Insurer** will pay, with respect to any **Claim** the **Insurer** investigates, settles or any **Suit** against an **Insured** which the **Insured** defends:

- a. Up to INR **XXXXX** per **Claim** or equivalent thereof for cost of bail bonds required because of **Accidents** or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury** Coverage applies. The **Insurer** does not have to furnish these bonds.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The **Insurer** do not have to furnish these bonds.
- c.. All reasonable expenses incurred by the **Insured** at the **Insurer's** request to assist the **Insurer** in the investigation or defence of the **Claim** or **Suit**, including actual loss of earnings up to INR **XXXX** a day because of time off from work.
- d. All costs assessed or taxed against the **Insured** in the **Suit**.
- e. Prejudgment interest awarded against the **Insured** on that part of the judgment the **Insurer** pays. If the **Insurer** makes an offer to pay the applicable **Limit of Indemnity**, the **Insurer** will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before the **Insurer** has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable **Limit of Indemnity**.

These payments will reduce the **Limits of Indemnity** specified in Item 9 of the **Schedule**.

## 4. General Exclusions Applicable to All Insuring Clauses and Optional Extensions

This **Policy** does not cover any liability arising out of, based upon or attributable to:

### 4.1 Absolute Asbestos Exclusion

**Bodily Injury** and/or **Property Damage**, arising out of the manufacture of, mining of, use of, sale of, installation of, removal

of, distribution of, or exposure to asbestos products, asbestos fibres or asbestos dust, or to any liability of the **Insured** to indemnify any party arising out of such **Bodily Injury** and/or **Property Damage** as a result of manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibres or asbestos dust.

#### 4.2 Aircraft, Auto or Watercraft

**Bodily Injury** and/or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and **Loading or Unloading**.

This exclusion does not apply to:

- a. A watercraft while ashore on premises the **Insured** owns or rents;
- b. A watercraft the **Insured** does not own that is:
  - i. Less than 50 feet long; and
  - ii. Not being used to carry persons or property for a charge;
- c. Parking an **Auto** on, or on the ways next to, premises the **Insured** own or rent, provided the **Auto** is not owned by or rented or loaned to the **Insured**;
- d. Liability assumed under any **Insured Contract** for the ownership, maintenance or use of aircraft or watercraft; or
- e. **Bodily Injury** and/or **Property Damage** arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition 5.26 (**Mobile Equipment**).

#### 4.3 Biological Agents/ Communicable Disease

Any liability arising out or based upon, directly or indirectly, attributable to, or in consequence of:

- a) The actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **Biological Agents** or any Communicable Diseases caused by such **Biological Agents**.
- b) Demand, order, request or regulatory or statutory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Biological Agents** or any Communicable Diseases caused by such **Biological Agents**.
- c) **Claim** or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Biological Agents** or any Communicable Diseases caused by such **Biological Agents**.

#### 4.4 Contractual Liability

**Bodily Injury, Property Damage, Personal Injury or Advertising Injury** which the **Insured** is liable to pay as **Damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **Damages**:

- a. That the **Insured** would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an **Insured Contract**, provided the **Bodily Injury** and/or **Property Damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **Insured Contract**, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **Damages** because of **Bodily Injury** and/or **Property Damage**, provided:
  - i. Liability to such party for, or for the cost of, that party's defence has also been assumed in the same **Insured Contract**; and
  - ii. Such legal fees and litigation expenses are for defence of that party against a civil or alternative dispute

resolution proceeding in which **Damages** to which this insurance applies are claimed.

#### 4.5 Employer's Liability

**Bodily injury** and/or **Personal Injury** to:

- a. An **Employee** of the **Insured** arising out of and in the course of:
  - i. Employment by the **Insured**; or
  - ii. Performing duties related to the conduct of the **Insured's Business**; or
- b. The spouse, child, parent, brother, or sister of that **Employee** as a consequence of Paragraph a. above.

This exclusion applies:

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

#### 4.6 Employment-Related Practices

**Bodily Injury** and/or **Personal Injury** to:

- a. A person arising out of any:
  - i. Refusal to employ that person
  - ii. Termination of that person's employment; or
  - iii. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of **Bodily Injury** to that person at whom any of the employment related practices describe in paragraphs (i), (ii) or (iii) above is directed.

This exclusion applies:

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

#### 4.7 Information Technology Hazards

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

- a. **Insured's Internet Operations**; or
- b. **Property Damage** to or through computer data or programmes and their storage media arising directly or indirectly, out of or caused by, through or in connection with:
  - i. the use of any computer hardware or software;
  - ii. the provision of computer or telecommunication services by the **Insured** or on the **Insured's** behalf; or
  - iii. the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any **Computer Virus**.

However, this exclusion does not apply to:

- a) **Bodily Injury** or **Property Damage** or **Personal Injury** or **Advertising Injury** arising out any material which is already in print by the **Insured** in support of any of **Insured's Products** or **Insured's Work**, including but not limited to **Product** use and safety instructions or warnings and which is also reproduced on its site; or
- b) Liability which arises irrespective of the **Insured's Internet Operations**.

#### 4.8 Intellectual Property Laws or Rights

This insurance does not apply to any actual or alleged **Bodily Injury and/ or Property Damage, Personal Injury, Advertising Injury** arising out of, giving rise to or in any way related to any actual or alleged:

- a) assertion; or
- b) infringement or violation;

by any person or organisation (including any **Insured**) of any **Intellectual Property Laws or Right**, regardless of whether this insurance would apply to all or part of any such actual, alleged injury or damage in the absence of any such actual or alleged assertion or infringement or violation;

#### 4.9 Mobile equipment

**Bodily injury** and/or **Property Damage** arising out of:

1. The transportation of **Mobile Equipment** by an **Auto** owned or operated by or rented or loaned to any **Insured**; or
2. The use of **Mobile Equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### 4.10 Multiplied, Punitive Damages, Fines or Penalties

This insurance does not apply to fines or penalties, punitive or exemplary damages, or the multiplied portion of multiplied damages.

#### 4.11 Professional Errors and Omissions

This insurance does not apply to any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering or failure to render professional advice or service by an **Insured**, or any error or omission in connection therewith.

However, this exclusion shall not apply to:

- a. The **Insured's** liability in respect of **Bodily Injury** and/or **Property Damage** resulting from the provision of professional advice or services or any error or omission in connection with the **Insured's Products** which is not given for a fee;
- b. The rendering or failure to render professional advice by an **Employee** to provide first aid or other medical services at the **Insured's Premises**.

#### 4.12 Property under Insured's Care Custody and Control

This insurance does not apply to **Damage** to property owned, rented, leased or hired or under hire purchase or on loan to the **Insured** or otherwise in the **Insured's** control, care or custody.

#### 4.13 Pollution

This insurance does not apply to liability for **Claims** arising out of, directly or indirectly caused by or contributed to by any form of **Pollution** including any costs, expenses that the **Insured** may be mandated to or may otherwise incur to clean-up, monitor, detoxify, remove **Pollutants** unless it is specifically granted as per Insuring Clause 2.3, in which case it will be governed by the coverage, terms, conditions and exclusions granted under the same.

#### 4.14 Transportation

This insurance does not apply to liability for **Claims** arising out of, directly or indirectly caused by or contributed to by transportation of goods or any other equipment unless it is specifically granted as per Insuring Clause 2.4, in which case it will be governed by the coverage, terms, conditions and exclusions granted under the same.

#### 4.15 War, Terrorism and Radioactivity

Any liability arising out of/ or based upon, directly or indirectly, attributable to, or in consequence of:

1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of any government or public local authority.
2. Act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss** unless it is specifically granted as per Optional Extension 3.3, in which case it will be governed by the coverage, terms, conditions and exclusions granted under the same;
3. Action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**;

4. Nuclear energy or radioactivity of any kind.

#### 4.16 Willful or intentional non-compliance or criminal acts

This insurance does not apply to any liability arising out of any actual, willful or intentional non-compliance of any statutory provisions (Including those as may be in force from time to time for carriage of dangerous/hazardous substances are complied with, if Insuring Clause 2.4 Transportation is opted for) or out of an actual criminal act committed by or at the direction of any **Insured**; or the **Insured's** sub-contractors.

#### 4.17 Workers' Compensation and Similar Laws

This insurance does not apply to any liability of the **Insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 5. Definitions

#### 5.1 Accident

**Accident** or **Accidental** means a fortuitous event or circumstance which is sudden, unexpected and unintentional, and includes resultant continuous, intermittent or repeated exposure.

#### 5.2 Advertisement

**Advertisement** means a communication that is broadcast or published to the general public or specific market segments about **the Insured's** goods, products or services for the purpose of attracting customers or supporters.

#### 5.3 Advertising Injury

**Advertising Injury** means injury arising out of one or more of the following offenses:

- a) Infringement of copyright of, or passing off of a title or slogan;
- b) Unfair competition, piracy, idea misappropriation or style of doing business, contrary to an implied contract;
- c) Invasion of privacy; or
- d) Defamation, libel, slander of a person or organisation or disparaging of a person's or organisation's goods, products or services;

committed or alleged to have been committed during the **Period of Insurance** in any **Advertisement**, publicity article, broadcast or telecast arising out of the **Insured's** advertising activities or any advertising activities conducted on the **Insured's** behalf, in the course of advertising the products, goods or services related to those products.

#### 5.4 Agreed Settlement

**Agreed Settlement** means a settlement and release of liability signed by the **Insurer**, the **Insured** and the claimant or the claimant's legal representative.

#### 5.5 Auto

**Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **Auto** does not include **Mobile Equipment**.

#### 5.6 Biological Agents

- A. 1. Bacteria;  
2. mildew, mold or other fungi;  
3. other microorganisms; or  
4. mycotoxins, spores or other by products of any of the foregoing
- B. Viruses of other pathogens;
- C. Colony or group of any of the foregoing.

#### 5.7 Bodily Injury

**Bodily Injury** means any corporal bodily injury, sickness or disease sustained by a third party, including death resulting from any of these at any time. Bodily injury but does not include mental injury, anguish, or shock.

#### 5.8 Claim

**Claim(s)** shall mean the receipt by the **Insured** of any written

notice of demand for compensation made by or on behalf of a third party against the **Insured**, and/or any civil **Suit, Claim**, or other legal or arbitral process served upon the **Insured**.

#### 5.9 Computer Virus

**Computer Virus** means an executable programme or computer code segment that is self-replicating, requires a host, program or executable segment in which it can be contained, and which destroys or alters the host, program or other computer code or data, causing undesired program or computer system operation.

#### 5.10 Damages

**Damages** means monetary sums (including claimant's costs) payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the **Insured**, but shall not include fines, penalties, punitive damages, exemplary damages, punitive or exemplary and/or aggravated damages and/or any additional damages resulting from the multiplication of compulsory damages non-pecuniary relief, taxes, or any other amount for which an **Insured** is not financially liable, or which is without legal recourse to the **Insured**, or any matter that may be or be deemed to be uninsurable under Indian law.

#### 5.11 Deductible

**Deductible** means the amount stated in the **Schedule**, which shall be borne by the **Insured** in respect of each and every **Claim** made under this **Policy** and which is also applicable against **Defence Costs**. The **Insurer's** liability to make any payment under this **Policy** is in excess of the **Deductible**.

#### 5.12 Defence Costs

**Defence Costs** means fair and reasonable legal costs and other expenses incurred with prior consent of the **Insurer** to investigate, settle or in the defence of any civil **Suit, Claim** or proceedings against the **Insured** provided such **Claim(s)** are the subject of indemnity under the **Policy**.

#### 5.13 Employee

**Employee** shall mean a person under an employment contract or apprenticeship with the **Insured**. **Employee** includes a **Leased Worker**. **Employee** does not include a **Temporary Worker**.

**Leased Worker** means a person leased to the **Insured** by a labour leasing firm under an agreement between the **Insured** and the labour leasing firm to perform duties related to the conduct of the **Insured's** business.

**Temporary Worker** means a person who is furnished to the **Insured** to substitute for a permanent **Employee** on leave or to meet seasonal or short-term workload conditions.

#### 5.14 Hired auto

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

#### 5.15 Impaired Property

**Impaired Property** means tangible property, other than the **Insured's Product** or the **Insured's Work**, that cannot be used or is less useful because:

- a. It incorporates the **Insured's Product** or the **Insured's Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. The **Insured** has failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of the **Insured's Product** or the **Insured's Work**; or
- b. The **Insured's** fulfilling the terms of the contract or agreement.

#### 5.16 Insured

**Insured** means

- a. The person, persons or corporate body designated as **Insured** named in Item 1 of the **Schedule**
- b. Subsidiaries / other companies of the **Insured** notified to and accepted in writing by the **Insurer**
- c. All **Employees** in their business capacity for legal liabilities arising out of the performance of the business and any director or partner of the **Insured** in respect for private work undertaken by any **Employee** for such director or partner with the prior consent of the **Insured**.
- d. Any organisation newly acquired or formed by the **Insured** which is of a similar or like nature to those already insured by this **Policy** however
  - i. Coverage under this provision is afforded only until the 90<sup>th</sup> day after acquiring or forming the organisation or the end of the **Period of Insurance** whichever is earlier
  - ii. Coverage does not apply to **Bodily Injury** and/or **Property Damage** that occurred before the **Insured** acquired or formed this organisation
  - iii. Provided always that all such organisations shall observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** as though they were the **Insured**.
  - iv. Coverage does not apply to entities listed or domiciled in the US and Canada.
- e. Personnel of Canteen, Social, sports and welfare organisations for the benefits of any **Employee**.

#### 5.17 Insurer

**Insurer** means Zurich Kotak General Insurance Company (India) Limited

#### 5.18 Insured Contract

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner is not an **insured contract**;
- b. A side-track agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Insured** assumes the tort liability of another party to pay for **Bodily Injury** and/or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- i. That indemnifies a railroad for **Bodily Injury** and/or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- ii. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

3. Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

#### 5.19 Insured's Product

**Insured's Product** means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - i. The **Insured**;
  - ii. Others trading under the **Insured's** name; or
  - iii. A person or organization whose business or assets the **Insured** have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Insured's Product** includes:

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

**Insured's Product** does not include vending machines or other property rented to or located for the use of others but not sold.

#### 5.20 Insured's work

**Insured's work** means:

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

**Insured's work** includes:

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

#### 5.21 Intellectual Property Law or Right

**Intellectual Property Law or Right** means any:

- a. Certification mark, copyright, patent, design right or trademark (including collective or service marks);
- b. Right to, or judicial or statutory law recognising an interest in any trade secret or confidential or proprietary non-personal information;
- c. Other right to, or judicial or statutory law recognising an interest in any expression, idea, likeness, name, slogan, style of doing business, design symbol, title, trade dress or other Intellectual Property.

#### 5.22 Internet Operations

**Internet Operations** means

- a. Transfer of computer data or programmes by use of electronic mail systems by the **Insured** or the **Insured's** employees, including for the purpose of this definition only, part-time and temporary staff, contractors and others within the **Insured's** organisation whether or not such data or programmes contain any malicious or damaging code, including but not limited to **Computer Virus**, worm, logic bomb or trojan horse;
- b. Access through the **Insured's** network to the worldwide web or a public internet site by the **Insured** or the **Insured's Employees**, including for the purpose of this definition only, part-time and temporary staff, contractors and others within the **Insured's** organisation.
- c. Access to the **Insured's** intranet (meaning internal company information and computing resources including but not limited to Cloud Infrastructure) which is made available through the world wide web for the **Insured's**

customers or others outside the **Insured's** organisation, and

- d. The operation and maintenance of the **Insured's** website.

#### 5.23 Limit of Indemnity

**Limit of Indemnity** means the limit as specified in Item 9 of the **Schedule** and further explained in Clause 6 of the **Policy**.

#### 5.24 Loading or Unloading

**Loading or Unloading** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**
- b. While it is in or on an aircraft, watercraft or **Auto**
- c. While it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered

But **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck that is not attached to the aircraft, watercraft or **Auto**.

#### 5.25 Medical Expenses

**Medical Expenses** mean and include:

- a. First aid administered at the time of an **Occurrence**;
- b. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- c. Necessary ambulance, hospital, professional nursing and funeral services.

#### 5.26 Mobile equipment

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises the **Insured** owns or rents;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - i. Power cranes, shovels, loaders, diggers or drills; or
  - ii. Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a, b, c. or d above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - ii. Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b, c. or d above and are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Auto**:

1. Equipment designed primarily for:
  - i. Snow removal;
  - ii. Road maintenance, but not construction or resurfacing; or
  - iii. Street cleaning;
2. Cherry pickers and similar devices mounted on **automobile** or truck chassis and used to raise or lower workers; and
3. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

#### 5.27 Non-owned Auto

**Non-owned Auto** means an **Auto**, which is neither owned automobile nor a **Hired Auto**.

## 5.28 Occurrence

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

With respect to **Bodily Injury** and/or **Property Damage**, all such exposure to substantially the same general conditions shall be deemed one **Occurrence**.

With respect to **Personal Injury** and/or **Advertising Injury**, all **Damages** involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants shall be deemed to arise out of one **Occurrence**.

All **Occurrences** shall be deemed to have occurred on the day of the first of such **Occurrences**.

## 5.29 Period of Insurance

**Period of Insurance** means the period between the **Retroactive Date** and the expiry date shown in the **Schedule**, and if there is no **Retroactive Date** then shall mean the **Policy Period**.

## 5.30 Personal Injury

**Personal Injury** means injury, including consequential **Bodily Injury**, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

## 5.31 Policy

**Policy** means the proposal, the **Schedule**, this policy document, and any endorsement attaching to or forming part hereof, either at inception or during the **Policy Period**.

## 5.32 Policy Period

**Policy Period** means the period commencing from the effective date and hour and, terminating at midnight on the expiry date as shown in the **Schedule**.

## 5.33 Pollutants

**Pollutants** mean any substance, solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to smoke, vapours, toxic mould, soot, fumes, acids, alkalis, chemicals, air emissions, odour, silica, waste water, oil, oil products, medical waste, radioactive or nuclear material, asbestos or asbestos products, fungus, mycota or by-products, lead or products containing lead and waste materials. Waste materials include but are not limited to recycled, reconditioned or reclaimed materials.

## 5.34 Pollution

**Pollution** means the discharge, dispersal, migration release or escape of any pollutant whether smoke, vapours, noise, odor, vibration, electromagnetic radiation, ionising radiation, thermal or any other form, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, atmosphere or any water course or body.

## 5.35 Premises

**Premises** means the place or places as declared in writing to the **Insurer** from which the **Insured's** business is conducted.

## 5.36 Private Passenger Auto

**Private Passenger Auto** means a four -wheel private passenger or station wagon-type **Auto**.

## 5.37 Products-completed Operations Hazard:

- a. Includes all **Bodily Injury** and/or **Property Damage**

occurring away from premises the **Insured** owns or rents and arising out of the **Insured's Product** or the **Insured's Work** except:

- i. **Products** that are still in **the Insured's** physical possession; or
- ii. Work that has not yet been completed or abandoned. However, the **Insured's Work** will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in the **Insured's** contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if the **Insured's** contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- b. Does not include **Bodily Injury** and/or **Property Damage** arising out of:
  - i. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the **Insured**, and that condition was created by the **Loading or Unloading** of that vehicle by any **Insured**;
  - ii. The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - iii. **Products** or operations for which the classification, listed in the **Schedule**, states that products-completed operations are subject to the General Aggregate Limit.

## 5.38 Property Damage

**Property damage** means:

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

## 5.39 Retroactive Date

**Retroactive date** means the date stated in the **Schedule**.

## 5.40 Schedule

**Schedule** means the Schedule, and any annexure to it, attached to and forming part of this **Policy**.

## 5.41 Suit

**Suit** means a civil proceeding in which damages because of **Bodily Injury, Property Damage** or **Personal Injury** or **Advertising Injury** to which this insurance applies are alleged. **Suit** includes:

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

## 5.42 Territory

**Territory** means the territory declared against each Insuring Clause, Standard Extension and Optional Extension specified under Items 9, 10 and 11 of the **Schedule**.

## 5.43 Terrorism

**Terrorism** means an act, including but not limited to the use of force or violence and/or 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) which from its nature

of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## 6. Limit of Indemnity

Each **Occurrence** Limit as shown in the **Schedule** is the maximum the **Insurer** will pay, less the **Deductible** for all **Claims** arising out of any one **Occurrence** and limit indicated in the Aggregate is the maximum the **Insurer** will pay for all **Claims** arising during the **Policy Period** regardless of the number of:

- a. **Insureds**;
- b. **Claims** made or **Suits** brought; or
- c. Persons or organizations making **Claims** or bringing **Suits**.

**Limits of Indemnity** indicated in Items 9, 10 and 11 of the **Schedule** alongside each Insuring Clause and Extensions are the maximum that the **Insurer** will pay including **Defence Costs** during the **Policy Period**. These will form a part of the **Limit of Indemnity** indicated in Item 9 of the **Schedule** and any **Claim** under any of the above will erode the same.

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

## 7. Extended Reporting Period

The **Insurer** will automatically provide a Basic Extended Reporting Period of 90 days from the expiry of this **Policy** if this insurance is cancelled or not renewed;

### How Extended Reporting Periods Apply

Extended Reporting Periods:

- a. apply only to **Claims** for **Damages** for injury or damage that did not occur before the **Retroactive Date** or after the end of the **Policy Period**
- b. do not:
  - i. extend the **Policy Period** or change the scope of coverage provided;
  - ii. reinstate or increase the **Limits of Indemnity**; or
  - iii. apply to any injury, **Damage**, **Claim**, **Suit** or other circumstance reported, in whole or in part, to the **Insurer** or any other insurer before the beginning of the applicable Extended Reporting Period.
- c. **Claims** notified in the **Extended Reporting Periods** will be deemed to have been made during the **Policy Period**.

## 8. Notification Extension Clause

Should the **Insured** notify the **Insurer** during the **Policy Period** in accordance with Claims Handling Provisions under Section 9 of any specific event or circumstance which the **Insurer** accepts may give rise to a **Claim** which for the subject of indemnity by this **Policy**, then the acceptance of such notification means that the **Insurer** will deal with such **Claim** as if they had first been made against the **Insured** during the **Policy Period**. The extension under this clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

## 9. Claims Handling Provisions

### 9.1 Notification of a Claim

The **Insured** shall give the **Insurer** a notice in writing of any **Claim** at the address mentioned in the **Schedule**, and definitely before the expiry of the **Policy Period** or any applicable reporting period. The notice should be sent along with the duly completed claim form and all other relevant documentation/information in respect of the **Claim** including (but not limited to) a background note which details

- a. How, when and where the **Occurrence** took place;

- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the **Occurrence**.

Notice of an **Occurrence** is not notice of a **Claim**.

### 9.2 Notification of a Circumstance

The **Insured** shall give to the **Insurer** written notice at the **Insurer's** address specified in the **Schedule** as soon as practicable of any circumstance of which the **Insured** shall become aware and which might reasonably be expected to give rise to a **Claim**. The **Insured** shall provide to the **Insurer** reasons for the anticipation of such **Claim** in writing, with full particulars as to dates and persons involved.

### 9.3 Co-operation

In the event of an **Occurrence** or the likelihood of an **Occurrence** the **Insured** shall take all reasonable steps to prevent **Bodily Injury** and/or **Property Damage** arising, or continuing out of the same or similar conditions.

The **Insured** shall co-operate with the **Insurer** and upon the **Insurer's** request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Insured** because of an **Occurrence** and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

### 9.4 Prior Written Consent

The **Insured** shall not without the consent in writing of the **Insurer**, make any admission, offer, promise or payment in connection with any **Occurrence** or claim, and if it so desires shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any **Claim**.

If the **Insured** refuses to consent to a settlement or compromise recommended by the **Insurer** and elects to contest or continue to contest a **Claim**, the **Insurer's** liability under the **Policy** shall be limited to the amount for which the **Claim** could have been settled and the **Defence Costs** incurred till the date on which the **Insurer** had recommended settlement.

### 9.5 Claim Series Clause

For the purpose of this **Policy** where a series of and/or several **Bodily Injuries** and/or **Property Damages** are attributable direct or indirectly to the same cause, all such **Bodily Injuries** and/or **Property Damages** shall be added together and all such **Bodily Injuries** and/or **Property Damages** shall be treated as one **Claim** and such **Claim** shall be deemed to have been made at the point in time when the first of the **Claims** was made in writing. There shall, however, be no coverage for **Claims** made arising from one specific cause which are made later than 3 years after the first **Claim** of the series.

### 9.6 Defence:

The **Insured** shall have the right and duty to defend and contest any **Claim**, and it is agreed and understood that:

- (a) the **Insurer** shall be entitled to participate in the defence of any **Claim** at the **Insurer's** sole discretion and to the extent that the **Insurer** wishes to participate.
- (b) the **Insurer** shall be entitled to take over the defence of a **Claim**, if the **Insurer** deems fit and to the extent the **Insurer** deems fit, in the **Insurer's** sole discretion.
- (c) All the **Insureds** shall jointly retain only one law firm and/or counsel to defend and contest any **Claim** unless the prior written approval of the **Insurer** is obtained to retain more than one law firm and/or counsel. The **Insurer** will accept separate legal representation only when there exists material conflict of interest between the **Insureds**.
- (d) In the event the **Insurer**, in its sole discretion chooses to exercise its right pursuant to this condition, no action taken by the **Insurer** in the exercise of such right will serve to modify or expand in any manner, the **Insurer's** liability or obligations under this **Policy** beyond what the **Insurer's** liability or obligations would have been had it not exercised its rights under this condition.

(e) No admission offer promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurer**.

## 9.7 Fraudulent Claims:

If any request for payment in respect of any **Loss** is made under the **Policy** knowing the same to be false, dishonest or fraudulent, in terms of the amount claimed or otherwise, this **Policy** shall be void and all **Claims** for payment in respect of any **Loss** hereunder and all premium received hereunder shall be forfeited.

## 10. General terms and conditions

### 10.1 Co-operation and Assistance

The **Insured** shall keep accurate record of annual turnover, which term shall include all leviable duties and at the time of renewal of insurance declare such details as the **Insurer** may require. The **Insured** shall furnish such information (including duly certified copies) expeditiously on demand from the **Insurer**.

### 10.2 Change in Circumstances

The **Insured** shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the **Insurer** at the time when this **Policy** was effected, and the **Insurer** may amend the terms and conditions of this **Policy** according to the materiality of such change.

### 10.3 Other Insurance

This **Policy** does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this **Policy**, be insured by, any other policy, except in respect of any excess beyond the amount which could have been payable under such policy had this **Policy** not been effected.

### 10.4 Bankruptcy

The bankruptcy, winding-up, receivership or insolvency of any **Insured** shall not relieve the **Insurer** of its obligations nor deprive any **Insured** of their rights under this **Policy**.

### 10.5 Cancellation

The **Insured** may cancel the **Policy** by giving 30 days' prior notice in writing to the **Insurer** upon which the **Insurer** shall refund premium for the unexpired **Policy Period** at the short period scales specified below unless a **Claim**/circumstance has been notified under the **Policy**, in which case the **Insurer** shall not be liable to refund any premium.

The **Insurer** may cancel the **Policy** on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by the **Insured** by giving 30 days' notice in writing to the **Insured** and there would be no refund of premium.

Policy in Force	Percentage of annual premium retained by the Insurer
For a period not exceeding 1 week	10% of the Annual rate
For a period not exceeding 1 month	25% of the Annual rate
For a period not exceeding 2 months	35% of the Annual rate
For a period not exceeding 3 months	50% of the Annual rate
For a period not exceeding 4 months	60% of the Annual rate
For a period not exceeding 6 months	75% of the Annual rate
For a period not exceeding 8 months	85% of the Annual rate
For a period exceeding 8 months	The full Annual rate

### 10.6 Reinstatement of Limits

In the event of liability arising under the **Policy** or the payment of a **Claim** under this **Policy**, the **Limit of Indemnity** per AOY under **Policy** shall get reduced to the extent of quantum of liability to be paid or actual payment of such **Claim**.

The **Insurer** shall not be obligated to reinstate the **Limit of Indemnity**. Any such reinstatement shall be at the sole discretion of the **Insurer** and subject to such terms and conditions and payment of additional premium that the

**Insurer** may decide.

## 10.7 Governing Law and Jurisdiction

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

## 10.8 No Tacit Renewal

The **Insurer** shall not be bound to renew or deemed to renew or to accept any renewal premium.

## 10.9 Policy Construction

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

- headings are for the purposes of reference only, not an aid to interpretation of the **Policy** wording;
- singular includes the plural, and vice versa;
- the male includes the female and neuter;
- words in bold typeface have special meaning and are defined at Clause 3 or elsewhere in the **Policy**;
- all references to specific legislation include amendments to and re-enactments of such legislation and similar legislation in any jurisdiction in which a **Claim** is made; and
- references to positions, offices or titles shall include their equivalents in any jurisdiction in which a **Claim** is made.

No amendment to this **Policy** will be effective unless it is in writing and issued by the **Insurer**.

## 10.10 Sanctions Clause

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

## 10.11 Transfer of Rights and Duties

The **Insured's** rights and duties under this **Policy** may not be transferred without the **Insurer's** written consent.

## 10.12 Transfer of Rights of Recoveries Against Others

The **Insured's** rights to recover all or part of any payment made under this **Policy** are transferred to the **Insurer**. The **Insured** must do nothing after loss to impair them. At the **Insurer's** request, the **Insured** will bring **Suit** or transfer those rights to the **Insurer** and help the **Insurer** enforce them.

## 11. Arbitration

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

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

**Note:** The above Arbitration Clause is not applicable to retail/ individual policyholders.

## 12. Grievance Redressal

For resolution of any query or grievance, **Insured** may contact the respective branch office of the **Insurer** or may call toll free number 1800 266 4545 or may write an e- mail at care@zurichkotak.com.

In case the **Insured** is not satisfied with the response, **Insured** may contact the Grievance Officer of the **Insurer** at grievanceofficer@zurichkotak.com. In case if the **Insured** is not satisfied with the solution the Grievance Officer has provided, **Insured** can write to seniorgrievanceofficer@zurichkotak.com/ chiefgrievanceofficer@zurichkotak.com.

However, if the resolution provided by the **Insurer** is not satisfactory the **Insured** may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal: <https://bimabharosa.irdai.gov.in>.

The **Insured** may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available hereunder.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at **Insurer's** website: [www.zurichkotak.com](http://www.zurichkotak.com)

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen [www.cioins.co.in/Ombudsman](http://www.cioins.co.in/Ombudsman)

### Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
<b>Ahmedabad:</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>Bengaluru:</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
<b>Bhopal:</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chattisgarh.
<b>Bhubneshwar:</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
<b>Chandigarh:</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
<b>Chennai:</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 2433528, Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
<b>Delhi:</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
<b>Guwahati:</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205, Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>Hyderabad:</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
<b>Jaipur:</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
<b>Ernakulam:</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
<b>Kolkata:</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.

## Details of Insurance Ombudsman

<p><b>Lucknow:</b> Office of the Insurance Ombudsman,6th Floor, Jeevan Bhawan, Phase-II,Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a> . . .</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p><b>Mumbai:</b> Office of the Insurance Ombudsman,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),Mumbai - 400 054.Tel.: 69038821/23/24/25/26/ 27/28/28/29/30/31 Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a></p>	<p>Goa, Mumbai Metropolitan Region (excluding Navi Mumbai &amp; Thane).</p>
<p><b>Noida:</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a> . .</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>Patna:</b> Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a></p>	<p>Bihar and Jharkhand.</p>
<p><b>Pune:</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road,Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a></p>	<p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).</p>