

ZK - 24-25/v2

Maxima Product Liability Insurance Policy Wording (Commercial)

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 a "Claims Made" **Policy** and should you have any query, please contact your Agent, Broker or our office.

In consideration of receipt of premium, the insurance covers awarded under this **Policy** are 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/Retention**. The **Insurer** does not assume any **Duty to Defend** and relies upon the statements made, information contained in the proposal form, which form the basis of this **Policy**. The **Insurer** and the **Insured** agree as follows.

1. Insuring Agreements

1.1. Bodily Injury and/or Property Damage

The **Insurer** will pay to the **Insured** all sums which the **Insured** shall become legally liable to pay by way of **Damages** to a third party in respect of **Bodily Injury** and/or **Property Damage** arising out of any **Claim** (other than that arising out of Public Liability Insurance Act, 1991)

- First made in writing against the **Insured** during the **Policy Period**
- And which is notified in writing to the **Insurer** during the **Policy Period**
- As a result of an **Accident** which occurs due to or arising out of any defect in the **Product** that are specified in the **Schedule**
- Provided always that this happens after the **Retroactive Date** shown in the **Schedule** and during the **Period of Insurance**
- Within the Territory and Jurisdiction as specified within the **Schedule**
- And which falls within the purview of the terms and conditions of this **Policy**.

1.2. Defence Costs

The **Insurer** will, subject to the **Limit of Liability**, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any **Claim** and the **Insured's** costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated **Claim** against the **Insured** falling within the terms of this **Policy**.

2. Standard Extensions

2.1. Additional Insured

It is hereby agreed and declared that any party designated as **Additional Insured** is covered under this **Policy** through an endorsement as required by written contract, but only with respect to liabilities arising out of their operations performed by or for the named **Insured** but excluding any negligent acts committed by such **Additional Insured**.

Provided that, the liability of the **Insurer** under this extension shall not exceed the **Limit of Indemnity** declared alongside under Optional Extensions in the **Schedule**.

2.2. Batch Clause Extension

It is hereby declared and agreed that the insurance provided

under this **Policy** with respect to **Bodily Injury** and/or **Property Damage** resulting from the **Insured's Products** shall apply as follows:

Should a batch(es) of merchandise or products from one prepared or acquired lot or processing method or attributable to one underlying cause after being sold, cause **Bodily Injury** and/or **Property Damage** to more than one person, all such **Bodily Injury** and/or **Property Damage** resulting from such batch(es) or lot(s), shall be considered as resulting from one common **Accident**, directly caused by **Insured's Products** and the date on which the **Insured** receives the first indication or knowledge of the claim, will determine the policy year responding to the claim.

It is further agreed that the term processing method shall mean any method or methods, the object of which is to produce a product with the same constituents in identical proportions.

2.3. Named Technical Collaborators' Clause Extension

It is declared and agreed that this **Policy** is extended to include the legal liability of the Collaborator with respect to the Technical Collaboration Agreement between the **Insured** and the Collaborator as specified through an endorsement.

The exclusion under Clause 3.18 shall stand deleted.

2.4. Unnamed Vendors' Inclusion Clause

It is declared and agreed that the Definition of **Insured** under Clause 4, 5 of the **Policy** includes any person or organization designated below (herein referred to as 'vendor') as an **Insured** but only with respect to the distribution or sale in the regular course of the vendor's business of the **Insured's Products**.

Specific Exclusions pertaining to Optional Extension 2.4

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

- a) Any express warranty or any distribution or sale for a purpose unauthorized by the **Insured**
- b) **Bodily Injury** and/or **Property Damage** arising out of:
 - i. Any act of the vendor which changes the condition of the **Products**
 - ii. Any failure to maintain the **Products** in merchantable condition
 - iii. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the **Products**, or
 - iv. **Products** which after distribution or sale by the **Insured** have been labelled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor
 - v. Any fittings and/or manual work additions and alterations of whatsoever nature carried out to the **Product** by the vendor.
- c) **Bodily Injury** and/or **Property Damage** occurring within the vendor's premises.
- d) The insurance does not apply to any person or organization as insured, from whom the **Insured** has acquired such **Products** or any ingredient, part or container, entering into, accompanying or containing such **Products**.

2.5. Waiver of Subrogation

It is hereby agreed and declared that, notwithstanding anything to the

contrary, in the event of any payment under this **Policy**, the **Insurers** agree to waive their subrogation rights against any person or organisation who has sought the same in his written contract with the **Insured** and which has been subsequently noted through an Endorsement.

3. Exclusions

This **Policy** does not cover liability in respect of:

3.1. Absolute Asbestos Exclusion

Any liability arising out of **Bodily Injury** and/or **Property Damage** (including loss of use of property) directly or indirectly caused by or arising out of asbestos, including but not limited to the following:

- a) Inhaling, infesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- b) The use of asbestos in construction or manufacturing of any goods, product or structure; or
- c) The process of decontamination, treatment, control or removal of asbestos from any goods, product or structure; or
- d) The manufacture, processing, mining, distribution, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this **Policy** does not apply to payment for the investigation or defence of any loss, injury or **Damage**, or any cost, fine or penalty, or for any expense, **Claim** or suit related to any of the above.

3.2. Agreement or Contractual Liability

Any liability which attaches solely because of a contract or agreement. This exclusion shall not apply to liability that **Insured** would have incurred in absence of the contract.

3.3. Aircraft Products

The **Insurer** shall not be liable for any **Bodily Injury** and/or **Property Damage** caused by **Products** which are manufactured, designed or used in any aircraft or spacecraft.

3.4. Biological Agents/Communicable Diseases

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**.

3.5. Consequential Loss

Insured's consequential losses of any kind, be they arising directly or indirectly by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any **Claims** arising out of loss of a pure financial nature such as loss of goodwill or market, etc.

3.6. Damage to Impaired Property or Property Not Physically Injured

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

- (1) A defect, deficiency, inadequacy or dangerous condition in the **Insured's Product**
- (2) 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.

3.7. Damage to Property

Any liability arising out of **Property Damage** to:

- (1) Property owned, rented, or occupied by the **Insured**; including any costs or expenses incurred by the **Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises sold, given away or abandoned by the **Insured**.
- (3) Property loaned, leased or hired under hire purchase to **Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;

3.8. Expected or Intended Injury

Any liability arising out of **Bodily Injury** and/or **Property Damage** expected or intended from the standpoint of the **Insured**.

3.9. Genetically Modified Organisms

Any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to, by or arising out of existence, production, processing, manufacture, sale, distribution, storage, deposit, consumption or use of **Genetically Modified Organisms ("GMOs")**.

3.10. Injury to Employees

Any liability arising out of **Bodily Injury** and/or **Property Damage** to any person under the contract of employment or apprenticeship with the **Insured**, their contractor(s) and/or sub-contractor(s), unless it arises from the consumption or use of the **Insured's Products**.

3.11. Liability insured elsewhere.

Any liability more specifically **Insured** elsewhere.

3.12. Pollution

Any 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**.

3.13. Product Efficacy and Guarantee

Any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by:

- a) any product guarantee;
- b) failure of the goods or products to fulfill the purpose for which they were intended
- c) failure of the **Insured Product** to fulfill its intended function or to remedy, rectify or repair any work which is or alleged to have been defective.

3.14. Professional Liability

Any liability arising out of any **Claim** arising out of rendering of or failure to render professional advice or service by the **Insured** or any error or omission connected therewith.

3.15. Public Liability Insurance Act 1991

The **Insurer** shall not be liable for any liability under the **Public Liability Insurance Act 1991** or any other law which attaches liability on a no-fault basis.

3.16. Prior Acts Exclusion

- i. Any liability in respect of any **Bodily Injury** and/or **Property Damage** as a result of an **Accident** that occurred prior to the **Retroactive Date** specified in the **Schedule**.
- ii. Any liabilities arising out of **Products** which have left the custody and control of the **Insured** prior to **Retroactive date** specified in the **Schedule**.

In the event of any **Bodily Injury** and/or **Property Damage** arising from continuous or continual inhalation, ingestion, or application of any substance and where the **Insured** and the **Insurer** cannot agree when the **Bodily Injury** and/or **Property Damage** occurred, then:

- a) **Bodily Injury** shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such **Bodily Injury**; and
- b) **Property Damage** shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

3.17. Recall of Products, Work or Impaired Property

Any liability arising out of 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:

- a) the **Insured's Product**
- b) **Impaired Property**

3.18. Technical Collaborator

Any liability arising out of any technical collaboration agreement between the **Insured** and a third party. This exclusion shall not be applicable where extension under Clause 2.3 has been opted for by the **Insured**.

3.19. Transportation

This **Policy** does not cover liability for **Claims** arising out of, directly or indirectly caused by or contributed to by transportation of goods or any other equipment.

3.20. Unapproved Goods or Products

Any **Damages**, loss, cost or expense arising out of actual, alleged or threatened hazardous properties of goods or products:

- a) Declared unsafe by any governmental or regulatory authority on the basis of such hazardous properties regardless of whether such goods or products were declared unsafe before or after:
 - i. The goods or products were disposed of, distributed, handled, manufactured or sold or
 - ii. Such **Damages** were incurred; or
- b) disposed of, distributed, handled, manufactured or sold without approval by the applicable governmental or regulatory authority.

Sub-paragraph a) does not apply to **Insured's Product** to which this insurance applies, if such **Product** was disposed of, distributed, handled, manufactured or sold before it was declared unsafe, provided it was not declared unsafe before the beginning of the **Policy Period**.

3.21. War, Terrorism and Radioactivity

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

- i) 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 nationalisation or requisition of or damage to property by or under the order of any government or public local authority.
- ii) act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**
- iii) action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**
- iv) nuclear energy or radioactivity of any kind.

3.22. Willful Non-compliance

Any liability attaching because of any **Accident** arising out of the deliberate, willful or intentional non-compliance with any statutory provision.

4. Definitions

The following words or terms shall have the meaning ascribed to

them wherever they appear in this **Policy** and references to the singular shall include references to the plural and references to the male gender shall include references to the female wherever the context so permits:

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

4.2 Biological agents

means any

- A.
 - i) bacteria;
 - ii) mildew, mold or other fungi;
 - iii) other microorganisms; or
 - iv) 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.

4.3 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.

4.4 Business

means all activities and operations of the **Insured** specified in the **Schedule**.

4.5 Claim(s)

means 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**.

4.6 Damages

shall mean 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, 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.

4.7 Deductible

shall mean 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**.

4.8 Defence Costs

shall mean 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**.

4.9 Employee

shall mean a person under an employment contract or apprenticeship with the **Insured**.

4.10 Genetically Modified Organism(s) (GMO)

shall mean and include:

- (i) Organisms or micro-organisms or cells, or the organisms or microorganisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulting in their genetic change,
- (ii) Every biological or molecular unit with self-replication potential, or biological or molecular unit with self-replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of **GMO** under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a **Claim** is made is wider than the foregoing then such wider definition shall be deemed to be a part of this definition in addition to the foregoing.

4.11 Impaired property

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

- a. It incorporates the **Insured's Product** that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. The **Insured** has failed to fulfil the terms of a contract or agreement if such property can be restored to use by;
- c. The repair, replacement, adjustment or removal of the **Insured's Product**
- d. The **Insured** fulfilling the terms of the contract or agreement.

4.12 Insured

means the entity as mentioned in Item 1 of the **Schedule**.

The **Insured** also includes:

- a. The directors and officers of the **Insured** and/or the Insured's legal representatives solely arising out of their conduct of the **Insured's Business**;
- b. The **Insured's** permanent **Employees** solely arising out of their conduct of the **Insured's Business**;
- c. The personal representatives of the estate of any person who would otherwise be indemnified by this **Policy** but only in respect of liability incurred by such person.

The rights of any **Insured** included as above may only be exercised by and through the **Insured** named in the **Schedule**, who shall act on behalf of all other **Insureds** with respect to the giving and receiving of notice under this **Policy**, including but not limited to the giving of notice of any **Claim** and the receipt and acceptance of any endorsements attaching to and forming part of this **Policy**.

4.13 Insurer

shall mean Zurich Kotak General Insurance Company (India) Limited.

4.14 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**.

4.15 Policy

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

4.16 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**.

4.17 Pollutants

Means 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.

4.18 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.

4.19 Product

means any tangible property after it has left the custody or control of the **Insured**, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured** and set forth in item 3 of the **Schedule** but shall not mean food and beverages supplied by or on behalf of the **Insured** primarily to the **Insured's** employees as a staff benefit.

4.20 Property Damage

shall mean actual physical damage to tangible property belonging to a third party.

4.21 Retroactive date

shall mean the date stated in the **Schedule**.

4.22 Schedule

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

4.23 Terrorism

An act of 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.

5. Limits of Indemnity

The Any One Accident (AOA) limit as shown in the **Schedule** is the maximum the **Insurer** will pay, less the **Deductible**, for all **Claims** arising out of any one **Accident**. Limit indicated as (Any One Year (AOY) is the maximum the **Insurer** will pay, less the **Deductible**, 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.

The **Limits of Indemnity** indicated in Items 11 and 12 of the **Schedule** alongside each Insuring Clause and Optional Extension are the maximum that the **Insurer** will pay, less the **Deductible**, including **Defence Costs** during a **Policy Period**. These will form a part of the **Limit of Indemnity** indicated in Item 5 of the **Schedule** and any **Claim** under any of the above will erode the same.

6. 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**.

7. Notification Extension Clause

Should the **Insured** notify the **Insurer** during the **Policy** period in accordance with **Claims** Handling provisions under Section 8 of any specific event or circumstance which the **Insurer** accepts may give rise to a **Claim(s)** which for the subject of indemnity by this **Policy**, then the acceptance of such notification means that the **Insurer** will deal with such **Claim(s)** 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.

8. Claims Handling Provisions

8.1. Notification of Claim

The **Insured** shall give the **Insurer** a notice in writing of any **Claim** at the address mentioned below, as soon as practicable 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 the issues that have arisen, with supporting correspondence exchanged with the claimant, internal liability and quantum analysis and names of law firms/counsels being considered for the defence (if any).

8.2. 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 and definitely within the **Policy Period** or applicable reporting period, 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. Any subsequent **Claim** relating to, arising out of or in any manner involving such circumstance shall be deemed to have been made during the **Policy Period**.

8.3. Co-operation

In the event of an **Accident** or the likelihood of an **Accident** 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 **Accident** and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

8.4. Defence

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

- 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.
- 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.
- 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**.
- 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.

8.5. Prior Written Consent

The **Insured** shall not admit or assume any liability or settle or promise to settle or attempt to settle any **Claim** or incur any **Defence Costs** without the written consent of the **Insurer**. Only those settlements, judgments and **Defence Costs** which have been consented to by the **Insurer** in writing and incurred in accordance with the terms and conditions of this **Policy** shall be considered to be loss within the meaning given to the term under this **Policy**. It is agreed that the **Insurer's** consent shall not be unreasonably withheld. 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 **Defense Costs** incurred till the date on which the **Insurer** had recommended settlement.

8.6. 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.

9. General terms and conditions

9.1. 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) expediently on demand from the **Insurer**.

9.2. 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.

9.3. 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** or **Policies**, except in respect of any excess beyond the amount which could have been payable under such **Policy/Policies**, had this Insurance not been effected.

9.4. 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**.

9.5. 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

9.6. 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.

9.7. 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.

9.8. No Tacit Renewal

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

9.9. 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 5 or elsewhere in the **Policy** wording;
- 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**.

9.10. 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.

9.11. Transfer of rights and duties

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

9.12. Transfer of rights of recoveries against others

The **Insured's** rights to recover all or part of any payment made under this insurance 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.

This exclusion shall not be applicable if Optional Extension 2.5 has been taken by the **Insured**.

10. 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.

11. 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

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen www.cioins.co.in/Ombudsman

Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
Ahmedabad: Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru: Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
Bhopal: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chattisgarh.

Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009.Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
Chandigarh: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor,Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
Chennai: 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, PuducherryTown and Karaikal (which are part of Puducherry).
Delhi: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road,New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
Guwahati: Office of the Insurance Ombudsman,Jeevan Nivesh, 5th Floor,Nr. Panbazar over bridge, S.S. Road,Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205, Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad: Office of the Insurance Ombudsman,6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace,A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor,Bhawani Singh Marg,Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
Ernakulam: Office of the Insurance Ombudsman,2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road,Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
Kolkata: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor,4, C.R. Avenue,KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
Lucknow: Office of the Insurance Ombudsman,6th Floor, Jeevan Bhawan, Phase-II,Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Email: bimalokpal.lucknow@cioins.co.in . . .	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
Mumbai: Office of the Insurance Ombudsman,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),Mumbai - 400 054.Tel.: 69038821/23/24/25/26/ 27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
Noida: 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: bimalokpal.noida@cioins.co.in . . .	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.
Patna: Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar and Jharkhand.
Pune: Office of the Insurance Ombudsman,Jeevan Darshan Bldg., 3rd Floor,C.T.S. No.s. 195 to 198, N.C. Kelkar Road,Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).