

Maxima Commercial General Liability Insurance
For any assistance please call 1800 266 4545 or visit www.zurichkotak.com
Part I: Policy Schedule

Policy No.

All coverages under this Policy are granted only up to the limits as specified in the Schedule which forms an integral part of the Policy.
The Limit of Indemnity provided under the Policy shall not increase by any of the extensions to the cover.
No cover shall be granted in the Policy unless specified in the Schedule.
Policy shall stand cancelled ab initio in the event of non-realization of the premium

Details of Intermediary

Intermediary Code	Intermediary Name	Intermediary Contact No	Intermediary email id

Policy Details

1	Name and Address of the Insured			
2	Business of the Insured			
3	Policy Period (Both days inclusive, standard time at the Address shown in Item 1 above)			
4	Retroactive Date			
5	Deductible			
6	Territory			
7	Jurisdiction			
8	Insuring Clause (where no limit is indicated no cover has been granted under the Policy)	LOI (Any One Occurrence and in aggregate)	Deductible (INR)	Coverage Territory & Jurisdiction
	Bodily Injury and/or Property Damage & Operations liability			
A.	General Aggregate Limit			
B.	Product and Completed Operations			
C.	Total Aggregate Limit			
9	Standard Extension			
	Insuring Clause (where no limit is indicated no cover has been granted under the Policy)	LOI (Any One Occurrence and in aggregate)	Deductible (INR)	Coverage Territory & Jurisdiction
	Damage to Rented Property			

	Personal Injury and/or Advertising Injury			
	Sudden and Accidental Pollution			
	Transportation			
11	Optional Extensions (Included within the General Aggregate Limit and all claims made hereunder shall erode the General Aggregate Limit. Where no limit is indicated no cover has been granted under the Policy)			
	Insuring Clause (where no limit is indicated no cover has been granted under the Policy)	LOI (Any One Occurrence and in aggregate)	Deductible (INR)	Coverage Territory & Jurisdiction
	Medical Expenses			
	Official Visits Abroad of Insured			
	Terrorism Legal Liability			
	Cross Liability			
	Non-Owned Hired Auto Liability			
	Mitigation Expenses			
	Supplementary Payments			
12	Other Terms and Conditions:			

Premium Details

Taxable Value of Services	CGST @XX%	SGST @XX%	UGST @ XX%	IGST@XX%	Total Amount

Disclaimer

This Policy Schedule shall be read together with the Policy Wordings (which are also available on the Company website i.e. www.zurichkotak.com). Any word or expression to which a specific meaning has been assigned in any part of the policy or this schedule shall bear the same meaning wherever it may appear.

Claim Details

In the event of claims, please send the relevant documents to:

Zurich Kotak General Insurance Company (India) Limited
401, 4th Floor, Silver Metropolis, Jai Coach Compound,
Off Western Express Highway,
Goregaon (East), Mumbai – 400063. Maharashtra, India

TOLL FREE NUMBER: 1800 266 4545 (8 AM TO 8 PM)

Email ID: care@zurichkotak.com

Tax Details

GST Registration No. _____	Category _____
SAC Code _____	Description _____
Invoice No _____	

Stamp Duty of XXXX is paid as provided under Article 47(B) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No. (XXXX Validity Period Dt. XX/XX/XXXX To Dt. XX/XX/XXXX (O/w. No. XXXX)/ Date: XX/XX/XXXX).

In Witness whereof this Policy has been signed for and behalf of < Address ZKGI Branch > at Mumbai this XX day of <MONTH> of <YEAR>

For Zurich Kotak General Insurance Company (India) Limited.

Authorised Signatory

This document is digitally signed, hence counter signature / stamp is not required

Part II: Policy Wording

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:

- a. **Occurrence** to which the **Claim** is attributed takes place in the **Coverage Territory**;
- b. **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;
- c. **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:

- a. When notice of such **Claim** is received by any **Insured** or by the **Insurer** whichever comes first;
- b. 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:

- a. 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.

b. Liquor Liability

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

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

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

c. Damage to Property

Property Damage to:

- (1) Property owned, rented, or occupied by the **Insured**;
- (2) Premises sold, given away or abandoned by the **Insured**, if the **Property Damage** arises out of any part of those premises;
- (3) Property loaned to **Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) 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
- (6) 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.

d. Damage to the Insured's Product

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

e. 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**.

f. Damage to Impaired Property or Property Not Physically Injured

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

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

g. 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:

- (1) 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 chatrooms 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 **XXXXXX** 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.
- d. 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.
- e. All costs assessed or taxed against the **Insured** in the **Suit**.
- f. Prejudgment interest awarded against the **Insured** on that part of the judgment 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.
- g. 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 90th 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 or Property **Damages** shall be added together and all such **Bodily Injuries** and/or 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.

9.8 Documents required at the time of claim

Documents required for processing of Claims are as follows:

- Claim Form duly filled in & signed.
- Original Policy /Certificate.

- Ownership proof for the property damaged
- Restoration cost supporting documents for the property damaged
- Court summon where ever applicable
- Legal cost supporting document where ever applicable
- Proof for defective product and damage caused by the same
- Proof for usage of the product as per SOP
- Medical certificate for death/bodily injury claims
- Letter of Subrogation cum special power of Attorney where ever applicable
- Any other document as deem fit on case to case basis

9.9 Turn Around Time (TAT) for claims settlement

Appointment of surveyor	Within 24 hours of reporting of claim
Submission of final survey report	Within 15 days of allocation
Settlement of claims	Within 7 days of receipt of the survey report or after expiry of 15 days from allocation of the claim to the surveyor whichever is earlier*

*This timeline will apply where surveyors are appointed.

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) expediently 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 can cancel the policy at any time during the term, without assigning any reason, by giving notice in writing to the Insurer.

The Insurer shall-

- Refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.

- Refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

The Insurer can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

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:

- (a) headings are for the purposes of reference only, not an aid to interpretation of the **Policy** wording;
- (b) singular includes the plural, and vice versa;
- (c) the male includes the female and neuter;
- (d) words in bold typeface have special meaning and are defined at Clause 3 or elsewhere in the **Policy**;
- (e) 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
- (f) 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. Multiple policies involving Bank or other lending or financing entity

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

13. 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:	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

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	
Bengaluru: Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist 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 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town 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:	Rajasthan.

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	
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 Palace 4th 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).

Part III: Endorsement Wording

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Additional Insured Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

Additional Insured as follows are covered under this **Policy** as required by written contract, but only with respect to liabilities arising out of their operations performed by or for the **Insured** but excluding any negligent acts committed by such **Additional Insured**.

The Definition of **Insured** is amended to include an additional **Insured**:

Additional Insured: XXX

Address: XXX

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

Automatic New Subsidiary Cover

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

If during the **Policy Period** the **Insured** acquires or creates a new subsidiary/entity then that legal entity shall be covered as a subsidiary under this **Policy** with effect from the date of acquisition or creation unless at the time of such acquisition, the legal entity is:

- i) domiciled in the United States of America or Canada, its territories and possessions and any state or political subdivision thereof;
- ii) turnover greater than the 25% of the turnover of the **Insured** in which case the **Insured** shall provide the **Insurer** with full information, pay any additional premium and agree to any amendment to the provisions requested by the **Insurer** to obtain cover as a subsidiary for such legal entity.
- iii) Not engaged in the same business as the **Insured** as specified Item 2 of the **Schedule**

This endorsement shall apply automatically for a period of 60 days from the date the **Insured** acquires control or holding of such entity provided the **Insured** shall submit in writing to the **Insurer** the particulars of such entity, in any case, prior to the end of the **Policy Period**. At the **Insured's** request, cover may be extended for a longer period of time provided that the **Insured** provides the **Insurer** with sufficient details during such 60-day hold cover period to permit the **Insurer** to assess and evaluate its exposure with respect to such entity and the **Insured** accepts any consequent amendments to the **Policy** terms and conditions, including payment of any reasonable additional premium required by the **Insurer**.

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Batch Clause Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

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.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by **Zurich Kotak General Insurance Company (India) Limited**.

Designated Premises Endorsement - Broad

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that:

Subject to all **Policy** terms, conditions and exclusions, this insurance applies to **Bodily Injury, Property Damage**, Fire Damage and Medical Expenses arising out of the ownership, renting, maintenance or use of the premises by the **Insured** and for operations necessary or incidental to those premises.

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Business Definition Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

The following definition is added to Section 4 **Definitions**:

Business means all activities and operations specified in Item 2 of the **Schedule** and includes:

- a. the provision and management of catering, social, sports, welfare, childcare, theatrical and related facilities including galas for the benefit of **Employees**;
- b. the provision of fire, first aid, ambulance and security services;
- c. at the **Insured's** discretion, private work carried out by an **Employee** for a director or partner or **Employee** of the **Insured's**;
- d. the ownership, maintenance, repair and occupation of premises or facilities belonging to the **Insured**;
- e. attendance at or participation in trade fairs, events, shows and exhibitions by any **Employee** in connection with their employment;
- f. provision of sponsorship.

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxx issued to XXXXXXXX (**Insured**) by **Zurich Kotak General Insurance Company (India) Limited**

Personal property under Care, Custody and Control extension

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that:

The insurance under this **Policy** shall extend to include legal liability of the **Insured** for **Loss /** damage to personal property of third parties carried or brought on their person, whilst in the Care, Custody or Control of the **Insured**.

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of loss or damage to personal property of third parties carried or brought on their person, unless kept by the **Insured** in safe keeping and for which the **Insured** maintains proper records, showing the items taken into safe custody from each third party.

In no case, shall the **Policy** cover loss of monies, securities, documents (including credit cards) and plan.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Chemical Product Exclusion List Endorsement– Specific to Chemical Sector

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any loss in connection with the **Insured's** manufacturing or sales of following chemicals:

- 2, 3, 7, 8-TCDD (2, 3, 7, 8-tetrachlorodibenzo-p-dioxin);
- Formaldehyde
- Urea Formaldehyde
- MTBE (methyl tertiary-butyl ether)
- Personal injury caused by the inhalation of crystalline silicon dioxide (SiO₂)
- Lead/Lead paint
- Mercury
- Phthalates
- Persistent Organic Pollutants such as Aldrin, Chlordan, DDT, Dioxin, Endrin, Furan, Heptachlor, Hexachlorbenzen, Mirex, PCBs, Toxaphen or any materials containing any of the mentioned substances in whatever form or quantity
- Agent Orange
- Benlate (benomyl)
- Organotin compounds like: Monobutyl Tin (MBT), Dibutyl Tin (DBT), Trbutyl Tin (TBT)
- Fire retardants such as : Tetrabromebiphenol-A (TBBA), Brominated Diphenyl Ethers (BPE), Polybrominated Diphenyl Ethers (PBPE), Decabrom Biphenyloxide
- Chlorinated Fluorocarbons (CFC)
- Chromated Copper Arsenate (CCA)
- Bis-phenol A
- Biocides such as: Triclosan, Pyrethoide, Dichlofluanid, Tebuconazol, Propiconazol, Lindan, Kathan
- Chrome VI
- Sulfonyl urea
- Perchlorethylene/Tetrachloroethylene
- Trichloroethylene

- Atrazine
- Short-Chain-Chlorinated-Paraffins (SCCPs)
- Beryllium
- Bensole
- XXXXXX
- XXXXXX

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Control Group Clause

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

It is hereby agreed and declared that the **Insured** shall deem to have knowledge of **Claims**, events, circumstances, **Accident**, offence or a suit only if the “Control Group” comprising persons declared by the **Insured** have knowledge of the same or the same have been brought to their attention.

This “Control Group” shall be declared and recorded in the **Policy** and shall comprise persons such as the **Insured’s** Risk Manager or General Counsel or persons in equivalent positions in active and permanent employment of the **Insured**.

Even if the **Claims**, events, circumstances, **Accident**, offence or a suit is brought to knowledge of any one member of the “Control Group”, it will be deemed to be in knowledge of the entire “Control Group”.

For the purpose of this Endorsement the “Control Group” is defined as:

1. XXXXX
2. XXXXX

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Discharge of Treated Effluents Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include legal liability of the **Insured** for **Bodily Injury** and/ or **Property Damage** to or loss of use of property arising out of accident directly caused by treated effluents whilst being carried by pipelines outside the premises **Insured** to the XXX Km discharge point on land as declared to the **Insurer** and claims made during the **Policy Period**.

It is expressly agreed and understood that the cover granted under the endorsement shall not include **Pollution** risk, howsoever caused, unless specifically covered by attaching an appropriate clause.

Provided always that:

1. The statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.
2. All other terms, conditions provisions and exceptions the **Policy** shall apply to this extension as if they have incorporated herein.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Employer's Liability Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

The insurance under this **Policy** shall include Employer's Liability which covers **Bodily injury** to:

1. An **Employee** of the **Insured** arising out of and in the course of:
 - a. Employment by the **Insured**; or
 - b. Performing duties related to the conduct of the **Insured's** business specified in Item X of the **Schedule**; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph above.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Events Extension Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

The **Insurer** would indemnify the **Insured** for any legal liability arising out of **Bodily Injury** and/ or **Property Damage** occurring at any event (excluding hazardous events) organised by, attended by or participated by the **Insured** arising in connection with the business specified in Item 2 of the **Schedule**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxx issued to XXXXXXXX (**Insured**) by **Zurich Kotak General Insurance Company (India) Limited**

Failure to Supply Exclusion Endorsement for Utility Sector

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** shall not apply to any liability for **Bodily Injury** and/ or **Property Damage** arising out of the complete or partial failure to supply Electricity, Internet Connectivity, Gas or Water.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by **Zurich Kotak General Insurance Company (India) Limited**.

Financial Institutions Exclusion Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any Liability arising out of **Bodily Injury** and/ or **Property Damage** arising out of/ to:

- (a) The ownership, maintenance, operation, use, loading or unloading of any aircraft or watercraft in which the **Insured** has any financial interest;
- (b) Any property held by or in care, custody or control of the **Insured** while the **Insured** is acting in any fiduciary capacity;
- (c) Money, currency, coin, bank notes, reserve notes, postage and revenue stamps, bullion, precious metals of all kinds, and in any form articles made from such precious metals, jewellery, watches, necklaces, bracelets, gems precious and semi-precious stones, bonds, securities, evidences of debts, debentures, script, certificates, receipts, warrants, rights, transfers, coupons, drafts, bills of exchange, acceptances, notes, checks, withdrawal orders, money orders, travellers checks, letters of credit, bills of lading, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or upon chattels and upon interests therein, and assignments of such policies, mortgages and instruments, and other valuable papers and documents, and all other instruments similar to or in the nature of the foregoing;
- (d) Any act, error, or omission of any **Insured** or any agent or sub-agent of any **Insured** while acting in any fiduciary capacity. The term fiduciary capacity as used in this endorsement shall include, but not be limited to:
 1. Administrator, executor, trustee under will or personal trust agreement, committee for incompetents, guardian, and agent or sub-agent for any of the foregoing, custodian of securities, manager of real or personal property; or
 2. Interest or dividend disbursing agent, paying agent, fiscal agent, transfer agent, registrar, agent for voting trustees, warrant agent, depository, or agent for a committee of holders of stock or securities, escrow agent or in any similar trust capacity, including trustee under a corporate bond indenture, a sinking fund agent or receiver or trustee appointed by any court in receivership, bankruptcy or re-organization proceedings.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Financial Loss Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Insurer** will indemnify the **Insured** for any **Loss** arising due to an **Accident** which occurs due to or arises out of a defect in a **Product** which is sold or supplied in the course of the **Insured's Business** and which results in **Financial Loss**, provided that:

- a. the **Accident** takes place during the **Period of Insurance**
- b. the **Accident** takes place in a Territory specified in the **Schedule**
- c. the sub-limit specified in the **Schedule** is the maximum, total and cumulative liability of the **Insurer** in respect of any and all **Claims** under this Extension during the **Policy Period**;
- d. the **Financial Loss** due to the **Product(s)** was incurred during the **Policy Period** and such **Product(s)** were manufactured, sold, handled or distributed on or after the **Retroactive Date** specified in the **Schedule**;
- e. there was unqualified acceptance of the **Product** by the **Insured's** customer;
- f. there was a need for the **Product** to be recalled, replaced or reworked

The **Insurer's** liability, pursuant to this Extension, for **Loss** incurred by the **Insured** will be in excess of the **Financial Loss Deductible** amount specified in the **Schedule** for any one **Financial Loss Accident**.

The **Insurer** will be liable for the **Financial Loss Deductible** amount which will remain uninsured. If the **Insurer** advances any **Loss** for which the **Deductible** applies under the **Policy**, the **Insured** agrees to reimburse the **Insurer** immediately to the full extent of the **Deductible** upon the **Insurer** notifying the **Insured** of the **Loss** so advanced.

For the purpose of determining the applicability of the sub-limit and the **Financial Loss Deductible** applicable under this Extension, all **Financial Loss** arising out of, due to the same **Accident** shall be considered as arising out of one **Financial Loss** event. It is agreed that there shall be no limit to the number of payments resulting from one **Financial Loss** event which may be made by the **Insurer** until the sub-limit has been reached.

It is hereby agreed and understood that the insurance cover provided under this Extension is subject to the terms, extensions, Exclusions and General Conditions contained in the **Policy** or endorsed thereon. Without prejudice to the generality of the foregoing, the General Conditions as applicable to **Claims** covered under the **Policy** shall apply *mutatis mutandis* to **Claims** made in respect of **Financial Loss** covered under the **Policy**, unless repugnant to the context or contrary to **Policy** terms made specifically applicable to **Claims** made in respect of **Financial Loss**.

Definitions applicable to this Extension

Financial Loss means a pecuniary loss or expense not incurred in respect of **Bodily Injury** and/ or **Property Damage** (unless such damage consists solely of sudden physical damage to **Products** after such **Products** have been put to their intended use), sustained by any of the **Insured's** customers resulting from the defective or harmful condition of the **Insured's Products** or their failure (or any part thereof) to perform the function for which they were supplied to the customer by the **Insured**.

Exclusions Applicable to this Extension

With respect to this Extension, the **Insurer** shall not be liable to make payment under this **Policy** for any **Loss** directly or indirectly based upon, caused by, connected with, in any way involving, attributable to or arising out of:

- Advice, design, specification or formulae given by the **Insured** which is not pursuant to the supply of the **Insured's Products**; or which is given for a fee;
- Non-performance, non-completion or delay in the performance of a contract by the **Insured**, financial default or insolvency;
- Fraud, dishonesty, deceit or injurious falsehood or passing off or defamation or infringement of patent copyright trade mark or trade name or other form of intellectual property;
- Liability assumed where the **Insured** may have been able to recover from another party but for an agreement between the **Insured** and such party where the **Insured** has waived, released or abandoned any right of recourse or recovery against any party;
- Failure of the **Insured** to take reasonable steps to prevent the **Financial Loss**;
- Breach of trust, breach of warranty of authority or breach of duty owed to shareholders, investors or partners by any director or officer;
- Liability arising from interactions between a computer or electronic system:
 - belonging to the **Insured**; or
 - for which the **Insured** is responsible; or
 - which is being operated on behalf of the **Insured**and a computer or electronic system of a third-party
- The design, planning or supervision of building or construction works and any testing or advisory activity in connection therewith;
- The estimation of construction, manufacturing or other costs;
- **Losses** incurred by licensees under licence agreements or other third parties under contract concerning the transfer of research results or formulae;
- **Pollution**
- **Loss** of use of tangible property which has not been physically damaged or destroyed;
- Pure financial loss such as loss of goodwill or loss of market.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

Coverage for Fines, Penalties, Punitive and Exemplary Damages Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The coverage under this **Policy** is extended to indemnify the **Insured** for any fines, penalties, punitive or exemplary damages or any other **Damages** resulting from the multiplication of compensatory damages, wherever insurable by law, awarded in respect of liability otherwise covered as per the terms and conditions of this **Policy**. Therefore, the Definition of “**Damages**” under Section 5.7 shall read as follows:

5.7 “**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**, and shall include fines, penalties, punitive or exemplary and/or aggravated damages and/or any additional damages resulting from the multiplication of compulsory damages , which the **Insured** is financially liable to pay, wherever insurable by law, awarded in respect of liability otherwise covered as per the terms and conditions of this **Policy**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Food and Beverages Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

The **Insurer** will pay to the **Insured**, all sums that the **Insured** is legally liable to pay, arising from or attributable to **Claims** due to **Bodily Injury** and/or **Property Damage** caused by foreign or deleterious matter in food, beverages and/or any other edible items supplied by the **Insured**, provided always that the **Insured** shall take every possible precaution to prevent supply of any food/beverages/edible items which are not:

- a) in good condition;
- b) free from contamination;
- c) are fit for human consumption.

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Garage-keepers and Valet Liability Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include legal liability of the **Insured** for **Loss/ Property Damage** suffered by bonafide guests while availing of the Garage or Valet parking facility at the **Insured** premises and demarcated parking lots outside the premises, secured, managed and operated by the **Insured**.

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of **Loss** or **Property Damage** suffered by bonafide guests unless;

- i. The parking area maintained by the **Insured** is protected by security guards
- ii. Specifically covered under Care Custody Control coverage under the **Policy**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction - XXXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

INCIDENTAL MEDICAL MALPRACTICE

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Policy** extends to cover any liability arising out of first-aid or any other medical facilities rendered to any third party by the **Insured** subject to the **Insured's** own business not primarily be offering such or likewise medical services.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Minor Civil Works Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Policy** covers legal liability arising out of **Property Damage** and/ or **Bodily Injury** attributable to minor civil works, total project cost not exceeding INR 5 Cr being done at premises of the **Insured.**

This coverage is subject to following:

- No cover for liability arising out of **Property Damage** to surrounding property belonging to **Insured** and /or their Principal and/or their Contractors and/or their Sub Contractors
- No cover for property being worked upon by the **Insured** and/or their Contractors and/or their Sub-Contractors
- No cover for the **Bodily Injury** of the **Employees** of the **Insured** and/or the Principal and/or their Contractors and/or their Sub Contractors.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy.**

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction- XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Mitigation Costs Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

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.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Blending and Mixing Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Insurer** will indemnify the **Insured** up to the **Limit of Indemnity** for any **Accident** happening during the **Period of Insurance** in respect of all sums that the **Insured** shall become legally liable to pay for **Bodily Injury** and/ or **Property Damage** arising from:

- a. A **Defect** to or in an **End Product** caused where a **Product** is an ingredient or additive incorporated into or forming a part of an **End Product** where the **Product** or any part thereof is in itself either defective or unsuitable.

or

- b. A **Defect** to or in an **End Product** caused where a **Product** or part thereof contaminates an **End Product** where the **Product** or any part thereof is in itself either defective or unsuitable.

Such indemnity will also include legal liability of the **Insured** for consequential losses directly arising from a **Claim** under paragraphs a. or b. of this Extension.

For purposes of this Extension

- An **End Product** means material property that is not a **Product** of the **Insured** under this **Policy**.
- A **Defect** shall have the ordinary meaning of a defect but shall also include circumstances where the **End Product** is not fit for purpose.
- Any contractual liability exclusion within this **Policy** shall not apply to the extent that it excludes implied contract terms under statute relating to quality and fitness for purpose.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxx issued to XXXXXXXX (**Insured**) by **Zurich Kotak General Insurance Company (India) Limited**.

Designated Premises Endorsement - Narrow

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that:

Subject to all **Policy** terms, conditions and exclusions, this insurance applies to **Bodily Injury, Property Damage**, Fire Damage and Medical Expenses arising out of the ownership, renting, maintenance or use of the following premises by the **Insured**:

1. XXXXXXX
2. XXXXXXX
3. XXXXXXX

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Non-Manual Travels by the Insured

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Policy** covers legal liability arising out of travel of executives of the **Insured** anywhere in the world for non-manual business visits only.

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Non-Owned and Hired Auto Liability Endorsement

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 **Accident** 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 Non-Owned and Hired Automobile Liability

Coverage granted under this endorsement does not apply to:

- (a) **Bodily Injury** to any **Insured** or any **Employee** out of and in the course of his employment by the **Insured**. 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) **Property Damage** to
 - i) Property owned or being transported by the **Insured**, (even if Transportation Cover is provided under Insuring Clause 3.2)
 - 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) **Bodily Injury** and/ or **Property Damage** arising out of **Pollution** (even if Pollution Cover is provided)

For the purposes of this Optional extension the following are defined as

Auto:

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

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** in the **Schedule** who is granted an operating allowance of any sort for the use of such **Auto**;

Loading or Unloading

means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or **Auto**;
2. While it is in or on an aircraft, watercraft or **Auto**; or

3. 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**.

Mobile Equipment:

Means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment;
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile equipment** but will be considered **Autos**.
 - a. Equipment designed primarily for:
 - i. Snow removal;
 - ii. Road maintenance, but not construction or resurfacing; or
 - iii. Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps, and generators, including spraying, welding, building, cleaning, and geophysical exploration, lighting and well servicing equipment.

Non-Owned Auto

Means an **Auto**, which is neither owned automobile nor a **Hired Auto**.

Private Passenger Auto

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

Insured:

- i) The **Insured** named in the **Schedule**;
- ii) Any Partner or Executive Officer thereof, but with respect to a **Non-Owned Auto**, only while such **Auto** is being used in the business of the named **Insured**;
- iii) any other person while using a **Hired Auto** with the permission of the named **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** 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 (i), (ii) or (iii) 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 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 held by the **Insured organisation**;
- (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**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Non-cancellation Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** may not be cancelled by the **Insurer** except for:

- Non-payment of the premium by the **Insured**
- Misrepresentation/ misdescription or for any non-disclosure of any material fact in the Proposal form.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Opioid Exclusion – USA.

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any liability for **Bodily Injury** and/ or **Property Damage** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving:

- 1) Any actual or alleged abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any:
 - a. Opioid or narcotic drug, Opioid or narcotic medication or opioid or narcotic substance of any type, nature or kind including, but not limited to codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone or naloxone or;
 - b. Any controlled substance under the Controlled Substance Act or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law
- 2) Any actual or alleged failure or inadequacy of any control or monitoring required to prevent or report suspicious behaviour relating to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any substance referenced in 1. above including, but not limited to, any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law;
- 3) Any actual or alleged failure to warn or inadequacy of any warnings, labels or instructions related to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any substance referenced in 1. above;
- 4) Any advertisements, warranties, representations, literature, marketing or informational materials related to any substance referenced in 1. above; or
- 5) Any actual or alleged failure or inadequacy of any controls, practices or procedures related to the marketing, sale, storage, safeguarding and distribution of any substance referenced in 1. above

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

Personal and Advertising Injury Endorsement

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that 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.

Personal Injury means:

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 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.

Advertising Injury means:

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.

Specific exclusions applicable to this endorsement:

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 chatrooms 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

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Pharmaceutical Products Exclusion List

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any Liability arising out of **Bodily Injury** and/ or **Property Damage** due to the following substances sold or manufactured by the **Insured**:

- i. Diethylstilbestrol ("DES");
- ii. Any **Product** containing Phenylpropanolamine (PPA) or any of its salts in racemic or pure enantiomeric form, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any **Product**;
- iii. Fenfluramine, Dexfenfluramine and Phentermine alone or in combination with other active substances which induce an increase in serotonin levels;
- iv. Any **Product** containing Fluoxetine or any of its salt in racemic or pure enantiomeric form, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any other **Product**;
- v. Any **Product** containing Methylphenidate (MPH) or any of its salts in racemic or pure enantiomeric form, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any other **Product**;
- vi. Any **Product** containing Thalidomide, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any other **Product**;
- vii. Any **Product** containing Thiomersal (Thimerosal) or organomercurials or mercury or any of its salts which causes or allegedly causes directly or indirectly neurotoxic effects or any form of harm to the central nervous system of humans
- viii. **Personal Injury** resulting from errors in production or manufacturing, or as respects vaccines produced solely for use in animals is covered.
- ix. AIDS vaccines, irrespective of their method of manufacture;
- x. **Products** designed for use in human medicine and manufactured using human or animal organic materials which cause or allegedly cause directly or indirectly infection with any form of infectious agent (e.g. HIV virus or AIDS or early stages of AIDS, any other virus, bacteria, fungi, prions etc.) including but not limited to human or animal blood, sperm, organs, bodily fluids or excreta; provided , however, that this exclusion shall not apply as respects products (other than

vaccines) which have been tested for the absence or presence of an infectious agent using State-Of-The Art methods and in which the infectious agent has been rendered inactive.

- xi. Any **Product** containing silicone which is in any form implanted or injected in the body.

In addition to the above general pharmaceutical exclusion list, the following critical products/active ingredients need to be excluded if they form or have formed part of the

Insured's Product portfolio:

- Amphetamines
- Alosetron
- Cisapride
- Lymerix
- Paroxetine
- Troglitazone
- Amiodarone
- Apomorphine
- Astemizol
- Bromfenac
- Bromocriptin
- Bupropion
- Butorphanol
- Canthaxanthin
- COX -2 Inhibitors
- Dicyclomine
- Dorbandex (Danthron)
- Encainide
- Ephedrines/Pseudoephedrines
- Estrogenes /Progestrogenes
- Ethisterone

- Flosequinan
- Germanium
- Glitazone
- Grepafloxacin
- Hormone Replacement Therapy Products
- Hydroquinone
- 8-Hydroxyquinolones
- Itraconazol
- Kava-Kava
- Leflunomide
- Levonorgestrel
- Mibrefradil
- Nefazodone
- Norethisterone acetate
- Oral Contraceptives
- Retinoic acid
- Rapacuronium
- Remoxiprid
- Sibutramin
- Sildenafil, Vardenafil, Tadalafil
- Sumatriptan
- Temafloxacin
- Terbinafine
- Terfenadine
- Theophyllin
- **TNF-Blocker**

- Trovafloxacin/Alatrofloxacin
- L-Tryptophan

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Primary and Non-contributory Clause

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

Cover under this **Policy** is written specifically on a primary and non-contributory basis in case of insurance and indemnification available from any other source. Any other insurance and indemnification would be considered as excess over limits afforded under this **Policy**.

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Product Guarantee Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Policy** covers the costs of removal, recovery, repair, alteration, treatment, replacement or destruction of any **Product** or works (or any part of either) which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired, altered, treated, dispatched or delivered by or on behalf of the **Insured** in the normal course of the **Insured's** business as described in the **Schedule**.

The maximum liability of the **Insurer** shall not exceed the **Limits of Indemnity** specified in Item No. XX of the **Schedule** and within the Territory specified in Item No. XX of the **Schedule**. The **Insurer** will pay in excess of the applicable **Product Guarantee Deductible** as specified in Item No. XX of the **Schedule**.

Exclusions applicable to this coverage

1. Claim or liability for claims arising in connection with **Products** prior to their unqualified acceptance by the **Insured's** immediate customer, acceptance being deemed to mean:
 - a. In the case of contracts for the supply only of **Products**, the acceptance of delivery by or on behalf of the **Insured's** customer (where delivery to the **Insured's** customer is in stages and is recognised as such by the issue of delivery notes or the like, acceptance of each stage so recognised shall be deemed to have taken place);
 - b. In the case of any contract which requires erection, construction or installation of **Products** by or on behalf of the **Insured** at the customer's premises or site, the practical completion of such erection, construction or installation to the satisfaction of the customer.
2. Circumstances known to the **Insured** prior to the commencement date of this extension
3. Non-performance, non-completion or delay in the performance of a contract by the **Insured**, financial default or insolvency;
4. Fraud, dishonesty, deceit or injurious falsehood or passing off or infringement of patents, copyright trade mark or trade name or other form of intellectual property;
5. Loss of use of/ defect arising in a **Product** as a result of
 - a. variation in temperature conditions
 - b. after the **Product** is no longer in the custody of the **Insured**.

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that, a claim or claims arising out of a **Covered Accident** shall be for the **Insured's Products** produced in a single manufacturing run or batch i.e. only the claim(s) relating to or involving the entire batch will be considered. A claim or claims for the **Insured's Products** not relating to or not involving an entire batch will not be considered under this **Policy**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Product Recall Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

1. Insuring Agreement

Coverage A - First Party Product Recall Expenses

The **Insurer** will pay the **Insured** for the covered **Product Recall Expense**, which the **Insured** incurs arising out of a **Covered Accident**, in excess of the **Product Recall Deductible** mentioned in the **Schedule**. The earliest of the initial written publication or initial notice to the **Insurer** of the **Covered Accident** must take place during the **Policy Period**, and the **Covered Accident** must take place in the Territory defined in the Item No. XX of the **Schedule**. The amount the **Insurer** will pay is limited as mentioned under **Product Recall Expenses** sub-limited in the **Schedule**.

Coverage B - Third Party Product Recall Expense

The **Insurer** will pay the **Insured** for the **Product Recall Expenses** incurred by customers or third parties because the use or consumption of the **Insured's Product(s)** has resulted out of **Covered Accident**, in excess of the **Product Recall Deductible** mentioned in the **Schedule**.

2. Deductible

The **Insured** will be responsible for the Deductible mentioned in Item XX of the **Schedule**.

The **Insurer** will only pay for loss of any one **Covered Accident** if the amount of **Product Recall Expense**, as the case may be is in excess of the **Deductible** and then only up to the applicable limits of insurance mentioned in Item XX of the **Schedule** applicable to this coverage.

If a loss for any one **Covered Accident** is incurred, which is insured under multiple coverage sections, then only one **Deductible** shall apply, which will be the highest applicable **Deductible**.

3. Exclusions

The **Insurer** will not pay for the following **Product Recall Expenses**:

- 3.1. Arising out of a decrease in **Product** sales due to loss of customer faith or approval or any costs incurred to attempt an increase in **Product** sales or regain customer confidence, realized subsequent to the announcement of the **Covered Accident**.
- 3.2. Arising out of a recall of any product of a competitor similar to the **Insured's Product**.
- 3.3. For the cost or expense to recalibrate or retool or to design or redesign any **Product**.
- 3.4. Arising out of an intentional act or omission that the **Insured** knew or should have known could reasonably lead to a **Covered Accident**.
- 3.5. Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of **Insured's Products**.
- 3.6. Arising from **Insured's** dishonest, wilful, wanton, fraudulent, criminal or malicious act, error or omission.
- 3.7. Arising out of the failure of the **Insured's Product(s)** to accomplish its intended purpose, unless the use or consumption of the **Insured's Product(s)** or any property of which such goods or **Products** form a part has resulted in **Bodily Injury** and/or **Property Damage**, or

- objectively poses actual and imminent danger of resulting in **Bodily Injury** and/ or **Property Damage**.
- 3.8. Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency, unless the use or consumption of the **Insured's Product(s)** or any property of which such goods or **Products** form a part has resulted in **Bodily Injury and/ or Property Damage**, or objectively poses actual and imminent danger of resulting in **Bodily Injury and/ or Property Damage**.
 - 3.9. Arising out of any pre-existing condition or situation that the **Insured** knew or should have known prior to the initial attachment of coverage under this **Policy** or any predecessor policy issued by the **Insurer** could cause a **Covered Accident**.
 - 3.10. Based on the sale of the **Insured's Product(s)** in any jurisdiction after the **Insured** knew or should have known that the **Insured's Product(s)** had been banned or declared unsafe by the governmental authority of that jurisdiction.
 - 3.11. Arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of **Pollutants**.
 - 3.12. Arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or relating to any obligation the **Insured** may have to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.
 - 3.13. Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or **Products** containing lead or leaded materials.
 - 3.14. For any **Bodily Injury and/ or Property Damage**.
 - 3.15. Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency.
 - 3.16. Which the **Insured** is obligated to pay by reason of an assumption of liability in a contract or agreement that you would not have in the absence of the contract or agreement.
 - 3.17. Arising solely as a result of intervention by any governmental or public authority.
 - 3.18. Arising from the supply of the **Insured's Product(s)** prior to the **Retroactive Date** shown in the **Schedule**.
 - 3.19. Arising out of deliberate or alleged contamination, tamper or adulteration.
 - 3.20. Arising prior to the unqualified acceptance of the **Insured's Product(s)** by or on behalf of **Insured's** customers.
 - 3.21. Arising directly or indirectly out of or in any way involving any act of **Terrorism**.
 - 3.22. For fines or penalties, punitive or exemplary damages, or the multiplied portion of multiplied damages.
 - 3.23. Arising out of any financial, economic or consequential loss which the **Insured** is legally obligated to pay or is incurred by any third party even if this arises out of a **Covered Accident**.
 - 3.24. Arising out of any **Product** which is intended for incorporation into the structure, machinery or controls of any aircraft.

4. Definitions

- 4.1. **Covered Accident** – means the recall, removal, recovery of possession or control, or disposal of the **Insured's Product(s)** or any property of which such goods or **Products** form a part, from a distributor, purchaser, or user of the **Insured's Product(s)** because the use or consumption of the **Insured's Product(s)** or any property of which such goods or **Products** form a part has resulted in **Bodily Injury** and/ or **Property Damage**, or objectively poses actual and imminent danger of

resulting in **Bodily Injury** and/ or **Property Damage**.

4.2. **Product Recall Deductible** - means a specific amount as shown in the **Schedule** that must be deducted by the **Insurer** from a **Loss** when this policy responds to a **Covered Accident**.

4.3. **Product Recall Expenses** - means the reasonable and necessary costs the **Insured** incur during the 12-month period commencing on the day of initial notice to the **Insurer** by the **Insured** about the occurrence of a **Covered Accident**, if such costs are incurred exclusively for the recall, recovery, withdrawal, disposal or destruction of the **Insured's Product(s)**.

These costs are limited to the following:

4.3.1. Communications to notify others of a **Covered Accident**, including but not limited to, radio and television and internet announcements and printed advertisements;

4.3.2. The cost of returning the **Insured's Product(s)** from any purchaser, distributor or user except for the **Insured's** affiliated, subsidiary, and associated manufacturing companies as now exist or may hereafter exist including any handling charges to the place or places the **Insured** designate;

4.3.3. The actual cost of disposal of the **Products** less any salvage or scrap value recovery;

4.3.4. The extra expense to rent additional warehouse or storage space;

4.3.5. The cost to hire additional persons other than the **Insured's** regular employees to assist in the process of communication, shipping and other ancillary, responsibilities arising out of a **Covered Accident**.

4.3.6. Remuneration paid to the **Insured's** regular employees, other than salaried employees, at basic rates of salary or wage for necessary straight time or overtime; and

4.3.7. Expenses incurred by employees, including transportation and accommodations, for coverage offered under 1, 2 and 3 above.

4.3.8. The actual cost to redistribute the **Insured's Product** that is recalled and restored or the cost of the distribution of a replacement **Product**; and

4.3.9. The expense to make any repair, recondition, decontaminate or otherwise treat the recalled **Products** to render them marketable.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Product Recall Endorsement with Government Mandated Recall

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

Definition 4.1 “**Covered Accident**” is hereby deleted in its entirety and replaced with the following:

“**Covered Accident**” shall mean the recall, removal, recovery of possession or control, or disposal of **Insured Product(s)** from a distributor, purchaser, or user of the **Insured Product(s)**, arising out of the use or consumption of the **Insured Product(s)** resulting in or posing actual or imminent danger of resulting in **Bodily Injury and/ or Property Damage**, provided that such action is:

- i. Ordered by a regularly constituted governmental, federal, state or local regulatory or judicial body; or
- ii. Voluntarily initiated by the manufacturer of a finished product of which the **Insured Product(s)** is a component part, due to the failure of the **Insured Product(s)**, to prevent or mitigate any **Bodily Injury or Property Damage**.

In view of the above Exclusion 3.17. “Arising solely as a result of intervention by any governmental or public authority” stands deleted.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Recreational Facilities Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include legal liability of the **Insured** for **Bodily Injury** and/ or **Property Damage** arising out of use of recreational facilities (including but not limited to Spas, Sauna rooms, crèches) subject to compliance of the conditions that:

- i. The equipment is kept in a state of good and proper maintenance.
- ii. Adequate guards and experienced personnel are on duty, where necessary.
- iii. The premises/places used for recreational activities are kept in a state of proper maintenance.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction - XXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Sartan Exclusion

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** excludes any Liability for **Bodily Injury** and/ or **Property Damage** arising out of directly or indirectly from the presence of NDMA or NDEA or NMBA or N,NDimethylformamide {DMF) or any other by-product of the manufacturing process alleged to be a carcinogenic agent in the following products: Azilsartan (Edarbi) Candesartan, (Atacand) Eprosartan, Irbesartan (Avapro), Losartan (Cozaar), Olmesartan (Benicar), Telmisartan {Micardis), Valsartan (Diovan) or any other drug which has the same chemical formula or is a derivative of or has a similar chemical formula structure or function as such.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Specific Matter Endorsement - XXXXX

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

XXXXXXXXXX

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Dated XX (DD), XXX (Month), 20XX at Mumbai

Territory and Jurisdiction: XXXX

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Specific Matter Endorsement – Amendment to (1.1) Bodily Injury and/ or Property Damage under Insuring Agreement 1

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Insurer** will pay 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 arises out of any product, specified in the **Schedule** under this **Policy**, sold or supplied in the course of the **Insured's** business.
- 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 under Item Nos. 9 and 10 in the **Schedule**
- And falls within the purview of the terms and conditions of this **Policy**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item 5 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Sports Facilities covered by the Insured Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include legal liability of the **Insured** for **Bodily Injury** and/ or **Property Damage** arising out of use of sport facilities (including but not limited to Gyms) subject to compliance of the conditions that:

- i. The equipment is kept in a state of good and proper maintenance.
- ii. Adequate guards and experienced trainers are on duty, where necessary.
- iii. The premises/places used for sports/games are kept in a state of proper maintenance.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Contractor/ Sub-contractor extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** is extended to include contractor/ sub-contractor with respect to any liabilities (to which this insurance applies) arising out of the works performed by them for or on behalf of the **Insured** under a contract. The same is however subject to such works being performed falling within the business specified in Item 2 of the **Schedule**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Swimming Pool Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include legal liability of the insured for **Bodily Injury** and/ or **Property Damage** arising out of **Accidents** in connection with the use of the Swimming Pool in the **Insureds** premises subject to the compliance of the following conditions:

- i. Swimming Pools are in hygienic conditions with regular cleaning/maintenance
- ii. Sanitary arrangements are proper
- iii. Life guards/Attendants are on duty when the pools are in use

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Technical Collaboration Inclusion Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

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.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Temporary Workers Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** is extended to include any temporary worker/employee with respect to any liabilities (to which this insurance applies) arising out of the works performed by them for or on behalf of the **Insured** under a contract. The same is however subject to such works being performed falling within the business specified in Item 2 of the **Schedule**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (**Insured**) by **Zurich Kotak General Insurance Company (India) Limited**.

Tenant's Legal Liability Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

Liability for **Bodily Injury** and/ or **Property Damage** assumed by the **Insured** under a contract for lease of premises (other than that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented or temporarily occupied with permission of the owner) stands covered, provided the **Bodily Injury** and/ or **Property Damage** occurs subsequent to the execution of the insured contract.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Tools and Equipment Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include your legal liability for **Bodily Injury** and/ or **Property Damage** arising out of **Accidents** caused by the use of tools and equipment subject to the conditions that:

- i. Properly trained personnel take care of operation of such tools and equipment
- ii. The tools & equipment used are proper and free of defects

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

Unnamed Vendors' Inclusion Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

It is declared and agreed that the Definition of **Insured** under Clause XX 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 this Optional Extension

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 relabelled 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**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Valet Parking Endorsement - (For High Risk Sectors such as Hospitals, Retail, Hotels etc.)

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

The coverage under this **Policy** shall extend to include legal liability of the **Insured** for **Bodily Injury** and/ or **Property Damage** suffered by guests while availing of the Valet Parking facility at the **Insured's** premises, secured, managed and operated by the **Insured.**

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of **Bodily Injury** and/ or **Property Damage** of guests unless:

1. The valet parking area maintained by the **Insured** is protected by security guards.
2. Valet Parking is done by duly licensed drivers at the behest of the **Insured.**
3. Parking done within the **Insured's** premises only.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy.**

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

Vicarious Liability Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** is extended to include any third-parties with respect to any liabilities (to which this insurance applies) arising out of the works performed by them for or on behalf of the **Insured** under a written contract. The same is however subject to such works being performed falling within the business specified under Item 2 of the **Schedule**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

Waiver of Subrogation Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

In the event of any payment under this **Policy**, the **Insurer** agrees to waive their subrogation rights against any person or organisation who has sought the same in his written contract with the **Insured**, signed with the **Insured** prior to the notification of the **Claim** under which such waiver is sought.

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)