

**Maxima Public Liability Insurance**  
 For any assistance please call 1800 266 4545 or visit [www.zurichkotak.com](http://www.zurichkotak.com)  
**Part I: Policy Schedule**

**Policy Number:**

**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 Principal Address shown in Item 1 above)		
4	Limits of Indemnity (LOI)		
	Any One Accident (AOA)		
	Any One Year (AOY)		
5	Retroactive Date		
6	Policy Deductible		
7	Territory		
8	Jurisdiction		
9	Insuring Agreements	LOI	Deductible
	Bodily Injury and Property Damage	Full Limits	
	Defence Cost	Full Limits	
10	Standard Extensions		
	Medical Expenses		
	Acts of God		
	Lift Liability		
	Food and Beverages		
	Cross Liability		
11	Optional Extensions		
	Fire Damage		
	Transportation		
	Terrorism Legal Liability		
	72 Hours Basis - Sudden and Accidental Pollution		
	Additional Insured		
	Waiver of subrogation		

12. Terms and Conditions of Cover

**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](http://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](mailto: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 a “Claim Made” **Policy** and should you have any query, 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/Retention**. The **Insurer** does not assume any **Duty to Defend** and relies upon the statements made, information contained in the proposal form, which form the basis of this **Policy**. The **Insurer** and the **Insured** agree as follows.

#### 1. Insuring Agreements:

##### 1.1. Bodily Injury and Property Damage:

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

- 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** in connection with the **Business of the Insured**
- Provided always that this happens after the **Retroactive Date** shown in the **Schedule** and during the **Period of Insurance**
- Within the Territory and Jurisdiction as specified within the **Schedule**
- And which falls within the purview of the terms and conditions of this **Policy**.

##### 1.2. Defence Costs:

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

#### 2. Standard Extensions

##### 2.1. Medical Expenses:

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

- a. On **Premises** the **Insured** owns or rents;
- b. On ways next to **Premises** the **Insured** owns or rents; or
- c. Because of the **Business** of the **Insured** as specified in item 2 of the **Schedule** provided that:

- I. The expenses are incurred and reported to the **Insurer** within thirty (30) days of the date of the **Accident**; and

- II. 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.

Medical Expenses mean and include:

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

#### **Specific exclusions applicable to Section 2.1 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** owns or rents that the person normally occupies.
- c. To a person injured while taking part in athletics.
- d. If otherwise excluded under the **Policy**

#### 2.2. Acts of God Perils

The **Insurer** will pay to the **Insured** all sums, which the **Insured** shall become legally liable to pay, arising from or attributable to **Acts of God** perils causing **Bodily Injury** and/or **Property Damage** within the premises of the **Insured** covered under this **Policy**.

#### 2.3. Lift Liability

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 the use of lifts, subject to the conditions that:

- i) The **Premises**/places are kept in state of good repair/maintenance;
- ii) Properly trained personnel take care of operation of such facilities;
- iii) The equipment used is as per the original manufacturer's instructions/ manual and free of defects.

#### 2.4. Food and Beverages

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:

- in good condition;
- free from contamination;
- are fit for human consumption.

#### 2.5. Cross Liability

The **Insurer** agrees that where there is more than one party named as the **Insured** in the **Schedule**, this **Policy** shall apply separately to each such **Insured** in the same manner and to the same extent as if a separate **Policy** had been issued to each **Insured** and the **Insurer** agrees to waive all rights of subrogation against any of these parties provided that the total amount payable in respect of damages shall not exceed the **Limits of Indemnity** stated in Item 4 of the **Schedule**.

### 3. Optional Extensions:

#### 3.1. Fire Damage Endorsement

It is hereby declared and agreed that this **Policy** is extended to cover legal liability of the **Insured** for **Property Damage** to rented property up to the **Limit of Indemnity** declared alongside under Optional Extensions in the **Schedule** for damages to premises, while rented to the **Insured** or temporarily occupied by the **Insured** with permission of the owner in the case of damage by fire and/or flood.

#### 3.2. Transportation

It is hereby declared and agreed that this **Policy** is extended to cover legal liability of the **Insured** for **Bodily Injury** and/or **Property Damage** arising out of accident directly caused by materials/dangerous or hazardous substances whilst being transported by rail/road/pipeline and **Claims** made during the **Policy Period**.

Provided that:

- a. the liability of the **Insurer** under this extension shall not exceed the **Limit of Indemnity** declared alongside under Optional Extensions in the **Schedule**
- b. the cover granted under this endorsement shall not include **Pollution** risk, howsoever caused unless specifically covered by attaching an appropriate clause.
- c. the statutory provisions as may be in force from time to time for carriage of dangerous/hazardous substances are complied with.

#### 3.3. Terrorism Legal Liability

It is hereby declared and agreed that this **Policy** is extended to cover legal liability of the **Insured** for **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, Exclusion no. 4.20 is modified to delete the word **Terrorism** from its purview.

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

#### 3.4. 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**

### 3.5. Additional Insured

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

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

### 3.6. Waiver of Subrogation

It is hereby agreed and declared that, notwithstanding anything to the contrary, in the event of any payment under this **Policy**, the **Insurer** agrees to waive their subrogation rights through an endorsement; 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.

### 3.7. Group Control Clause

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** via an endorsement 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”.

## 4. Exclusions

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

### 4.1. Absolute Asbestos Exclusion

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

- a. Inhaling, infesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- b. The use of asbestos in construction or manufacturing of any goods, product or structure; or
- c. The process of decontamination, treatment, control or removal of asbestos from any goods, product or structure; or

- d. The manufacture, processing, mining, distribution, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

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

#### 4.2. Agreement or Contractual Liability:

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

#### 4.3. Auto Liability

Any liability arising out of the ownership, possession of, use by or on behalf of the **Insured** of any motor vehicle, trailer and/or any mobile equipment.

#### 4.4. Biological Agents/Communicable Diseases Exclusion

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**.

#### 4.5. Care Custody and Control

Any liability arising out of damage to property belonging to third parties handled by the **Insured** by way of his trade or worked upon by or in the care, custody or control of the **Insured** or any person employed by or working for the **Insured**.

#### 4.6. Consequential Loss:

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

#### 4.7. Damage to Property

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

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

(4) Personal property in the care, custody or control of the **Insured**;  
unless and only to the extent coverage and limit provided by Optional Extension 2.1.

#### 4.8. 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.

#### 4.9. Hovercraft, Marine Craft, Aircraft Liability

Any liability directly or indirectly arising out of the ownership, possession or use by or on behalf of the **Insured** of any watercraft, hovercraft, or air- or spacecraft or in any manner arising therefrom.

#### 4.10. Information Technology Hazards, Computer Data, Program and Storage Media

The **Insurer** shall not be liable for:

- i. **Bodily Injury** and/or **Property Damage** arising, directly or indirectly, out of, or in any way involving the **Insured's "Internet Operations"**.
- ii. **Property Damage** to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - (a) The use of any computer hardware or software;
  - (b) The provision of computer or telecommunication services by the **Insured** or on the **Insured's** behalf;
  - (c) The use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

#### 4.11. Injury to Employees

Any liability arising out of **Bodily Injury** or **Property Damage** to any **Employee**

- (a) under the contract of employment or apprenticeship with the **Insured**, or with their contractor(s) and/or sub-contractor(s) when such injury arises out of the execution of such contract.
- (b) the spouse, child, parent, brother or sister of that **Employee** as a consequence of (a)above.

#### 4.12. Insured's Product

Any liability arising directly or indirectly, out of any goods sold or supplied (which expression includes containers) after such goods have passed from the control and actual physical custody of the **Insured** or of any person in the direct service of the **Insured**.

#### 4.13. Liability insured elsewhere

Any liability more specifically insured elsewhere.

#### 4.14. Personal Injuries

Any liability arising out of:

- (a) all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc., and mental injury, anguish, or shock resulting therefrom;
- (b) infringement of plans, copyright, patent, trade name, trademark, registered design.

#### 4.15. Pollution

Any **Claim** for **Bodily Injury** and/or **Property Damage** directly or indirectly attributable to **Pollution** unless specifically covered under Optional Extension 2.4

#### 4.16. Prior Acts Exclusion

Any **Bodily Injury** and/or **Property Damage** as a result of an **Accident** that occurred prior to the **Retroactive Date** specified in the **Schedule**.

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

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

#### 4.17. Professional Liability

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

#### 4.18. Public Liability Act:

Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no- fault basis.

#### 4.19. Transportation

Any liability arising out of transportation of materials and/or hazardous/dangerous substances outside **Insured's Premises** unless specifically covered under Optional Extension 2.2.

#### 4.20. War, Terrorism and Radioactivity

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

- i. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of any government or public local authority.
- ii. Act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss** 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;
- iii. Action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**;
- iv. Nuclear energy or radioactivity of any kind.

#### 4.21. Willful Non- compliance:

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

## 5. Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this **Policy** and references to the singular shall include references to the plural and references to the male gender shall include references to the female wherever the context so permits:

- 5.1. “**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. “**Acts of God**” perils mean earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, tsunami, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
- 5.3. “**Biological agents**” means any:
- A. Bacteria;
  - B. mildew, mold or other fungi;
  - C. other microorganisms; or
  - D. mycotoxins, spores or other by products of any of the foregoing
    - a. Viruses of other pathogens;
    - b. Colony or group of any of the foregoing.
- 5.4. “**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** does not include mental injury, anguish, or shock.
- 5.5. “**Business**” means all activities and operations of the **Insured** specified in the **Schedule**.
- 5.6. “**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**.
- 5.7. “**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**, 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.
- 5.8. “**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**.
- 5.9. “**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**.
- 5.10. “**Employee**” shall mean a person under an employment contract or apprenticeship with the **Insured**.
- 5.11. “**Insured**” means the **Insured** stated in Item 1 of the **Schedule**.

**Insured** also includes:

- The directors and officers of the **Insured** and/or the **Insured’s** legal representatives solely arising out of their conduct of the **Insured’s Business**;

- the **Insured's** permanent **Employees** solely arising out of their conduct of the **Insured's Business**;
- the officers, committees and members of the **Insured's** social institutions (i.e. canteen, welfare, sport or medical facilities, fire-fighting brigade), if any, in their respective capacities;
- the personal representatives of the estate of any person who would otherwise be indemnified by this **Policy** but only in respect of liability incurred by such person.

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

5.12. “**Insurer**” shall mean Zurich Kotak General Insurance Company (India) Limited.

5.13. “**Internet Operations**” means:

Use of electronic mail systems by the **Insured** or the **Insured's Employees**, including part-time and temporary staff, contractors and others within the **Insured's** organization; 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;

Access through the **Insured's** network to the world wide web or a public internet site by the **Insured's Employees**, including part-time and temporary staff, contractors and others within the **Insured's** organization;

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 customers of the **Insured** or others outside the **Insured's** organization; and

The operation and maintenance of the **Insured's** web site.

5.14. “**Limit of Indemnity**” means the limit as specified in Item 4 of the **Schedule** and further explained in Clause 5 of the **Policy**.

5.15. “**Loss**” means the amount the **Insured** becomes legally liable to pay on account of any **Claim** covered under the **Policy** and includes:

a. **Damages**

b. Awards of costs or settlements (including claimant’s legal costs and expenses);

c. **Defence Costs.**

**Loss** does not include:

a. Taxes

b. salaries, wages, personal expenses, benefits or overhead expenses;

c. payments which the **Insurer** is legally prohibited from making or payments which are uninsurable in the jurisdiction where a **Claim** is made.

5.16. “**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**.

5.17. “**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**.

5.18. “**Policy Period**” means the period commencing from the effective date and hour and, terminating at midnight on the expiry date at the **Insured's** Address as shown in the **Schedule**.

- 5.19. “**Pollutant**” means any substance, solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to smoke, vapours, toxic mould, soot, fumes, acids, alkalis, chemicals, air emissions, odour, silica, waste water, oil, oil products, medical waste, radioactive or nuclear material, asbestos or asbestos products, fungus, mycota or by-products, lead or products containing lead and waste materials. Waste materials include but are not limited to recycled, reconditioned or reclaimed materials.
- 5.20. “**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.
- 5.21. “**Premises**” means the place or places from which the **Insured’s Business** is conducted.
- 5.22. “**Product**” means any tangible property after it has left the custody or control of the **Insured**, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured** but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the **Insured's** employees as a staff benefit.
- 5.23. “**Property Damage**” means actual physical damage to tangible property belonging to a third party.
- 5.24. “**Retroactive date**” means the date stated in the **Schedule**.
- 5.25. “**Schedule**” means the Schedule, and any annexure to it, attached to and forming part of this **Policy**.
- 5.26. “**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. Limits of Indemnity

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

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

The **Limits of Indemnity** indicated in Items 10,11 of the **Schedule** alongside each Insuring Clause, Standard and Optional Extension are the maximum that the **Insurer** will pay, less the **Deductible**, including **Defence Costs** during a **Policy Period**. These will form a part of the **Limit of Indemnity** indicated in Item 4 of the **Schedule** and any **Claim** under any of the above will erode the same.

## 7. Extended Reporting Periods

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

## 9. Claims Handling Provisions

### 9.1. Notification of Claims

The **Insured** shall give the **Insurer** a notice in writing of any **Claim** at the address mentioned below, and definitely before the expiry of the **Policy Period** or any applicable reporting period. The notice should be sent along with the duly completed claim form and all other relevant documentation/information in respect of the **Claim** including (but not limited to) a background note which details the issues that have arisen, with supporting correspondence exchanged with the claimant, internal liability and quantum analysis and names of law firms/counsels being considered for the defence (if any).

### 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 and definitely within the **Policy Period** or applicable reporting period, of any circumstance of which the **Insured** shall become aware and which might reasonably be expected to give rise to a **Claim**. The **Insured** shall provide to the **Insurer** reasons for the anticipation of such **Claim** in writing, with full particulars as to dates and persons involved.

### 9.3. Claims Series:

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 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.

#### 9.4. Co-operation:

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

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

#### 9.5. 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.

#### 9.6. Prior Written Consent:

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

#### 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 documents
- 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 4 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.

This exclusion shall not be applicable if Optional Extension 3.6 has been taken by the **Insured** with respect to only those parties which are expressly stated in the **Policy**.

### 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](mailto: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](mailto: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](mailto:seniorgrievanceofficer@zurichkotak.com)/ [chiefgrievanceofficer@zurichkotak.com](mailto:chiefgrievanceofficer@zurichkotak.com).

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

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

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

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

## Annexure I

### Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
<p>Ahmedabad: Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05 /06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a></p>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<p>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: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a></p>	Karnataka.
<p>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: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a></p>	Madhya Pradesh and Chattisgarh.
<p>Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a></p>	Orissa.
<p>Chandigarh: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a></p>	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
<p>Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a></p>	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
<p>Delhi: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a></p>	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
<p>Guwahati: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).</p>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	
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: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>	Rajasthan.
Ernakulam: Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>	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: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>	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: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>	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: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a>	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: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a>	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Bulandshahr, 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:	Bihar and Jharkhand.

Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>	
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: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>	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 xxxxxxxxxxx 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**

**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 xxxxxxxxxxx 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 xxxxxxxxxxxx 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 xxxxxxxxxxx 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 xxxxxxxxxxxx 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:
- (e) 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
- (f) 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**.

### **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:

(g) “**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 xxxxxxxxxxx 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 xxxxxxxxxxxx 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**.

**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:
6. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment;
  - a. Cherry pickers and similar devices used to raise or lower workers;
7. 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
8. 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**.

### **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 slander 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.**

**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.**

### **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 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.**

**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 xxxxxxxxxxxx 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 xxxxxxxxxxx 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)