

ZK - 24-25/v2

Maxima Public Liability Insurance Policy Wording (Commercial)

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

This **Policy** is 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"** means 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 **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.

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

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

Policy in Force	Percentage of annual premium retained by the Insurer
For a period not exceeding 1 week	10% of the Annual rate
For a period not exceeding 1 month	25% of the Annual rate

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

10.6. Reinstatement of Limits

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

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

10.7. Governing Law and Jurisdiction

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

10.8. No Tacit Renewal

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

10.9. Policy Construction

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

- (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. Grievance Redressal

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

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

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

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

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

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

Details of Insurance Ombudsman

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

Ernakulam: Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
Kolkata: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
Lucknow: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Email: bimalokpal.lucknow@cioins.co.in . . .	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
Mumbai: Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/ 27/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
Noida: Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in . .	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
Patna: Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar and Jharkhand.
Pune: Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).