

**COMMERCIAL GENERAL LIABILITY POLICY
(Claims Made)**

Policy Wordings

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Welcome to **Zurich Kotak General Insurance Company (India) Limited**.

The **Insurer** of this product is Zurich Kotak General Insurance Company (India) Limited. In this document, Zurich Kotak General Insurance Company (India) Limited may also be expressed as '**Zurich Kotak GIC**', '**Company**', '**we**', '**us**' or '**our**'.

Important Notice

This is a Claims-Made and Reported Policy. **Claims** must first be made against the insured and reported in writing to Zurich Kotak General Insurance Company (India) Limited during the period of insurance unless an extended reporting period applies. The payment of compensation payments reduces the limits of insurance.

Duty of Disclosure

Before entering into a contract of general insurance, the **insured** has a duty to disclose to the **Company** every matter that they know, or could reasonably be expected to know, are relevant to our decision whether to accept the risk of the insurance and if so, on what terms.

The **insured** has the same duty to disclose these matters to the **Company** before the **insured** renews, extends, varies or reinstates the contract of general insurance.

This duty of disclosure applies until the contract is entered into (or renew, extended, varied or reinstated as applicable).

Non-disclosure or Misrepresentation

If the **insured** misrepresents to us or fails to comply with the duty of disclosure, we may be entitled to reduce our liability in respect of a **claim**, cancel the contract, or both.

If the non-disclosure is fraudulent, we may also have the option of avoiding the contract from the beginning.

Our contract with the Insured

This policy is a contract of insurance between the **insured** and **Company** and contains all the details of the cover that we provide. This policy is made up of:

- the policy wording. It states what is covered, sets out the claims procedure, Exclusions and other terms and conditions of cover;
- the submission which is the information the **insured** provides to us when applying for insurance cover;
- the most current policy **schedule** issued by us. The policy **schedule** is a separate document unique to the **insured**, which shows the insurance details relevant to the **insured**. It includes any changes, exclusions, terms and conditions made to suit the individual circumstances and may amend the policy; and
- any other written change otherwise advised by us in writing (such as an endorsement). These written changes vary or modify the above documents.

Please note, only those covers shown in the policy **schedule** are insured. Please keep this policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

In consideration of the *insured* having paid or agreed to pay the premium, the *Company*, on the basis of all information provided to us, agrees with the *insured* to provide insurance as follows, subject to the provisions of this policy and on the basis that this policy shall not be in force unless it has been signed by an authorized the *Company* official.

1. Insuring Clause

Company, subject to the terms and conditions of this policy, will indemnify the *insured* for all amounts which the *insured* becomes legally liable to pay as *compensation* arising out of:

1.1 *personal injury*;

1.2 *property damage*; or

1.3 *advertising liability*,

in connection with your business or products as a result of a *claim* first made during the period of insurance within the territorial limits.

2. Limits of Liability

Company's liability, in respect of all *compensation* for:

2.1 Public Liability;

2.2 Products Liability; and

2.3 Advertising Liability;

under this policy as a result of any one *claim* and in the aggregate where applicable, shall not exceed the Limits of Liability specified in the *schedule*.

3. Extensions of Cover

3.1 Additional payments

The Limit of Liability specified in the *schedule* shall be inclusive of :

3.1.1 legal costs and expenses incurred by the *Company*, or the *insured* with *Company's* written consent, in the settlement or defence of any *claim* for *compensation* in respect of which the *insured* is entitled to indemnity under this policy, or if sustained, would be so entitled;

3.1.2 fees incurred with *Company's* written consent for any solicitor, defence counsel or the equivalent of, for representation at any inquest, fatal inquiry or criminal proceedings relating to an *occurrence* which gives rise to a *claim* for *compensation* under this policy; and

3.1.3 the reasonable expenses incurred by the *insured* for first aid to others at the time of *personal*

injury caused by an *occurrence* (other than medical expenses prohibited by law).

In respect of *claim* in *North America*, or *claims* in respect of which a claim for *compensation* is brought in a court of law in *North America*, the Limits of Liability specified in the *schedule* shall be inclusive of all such additional payments.

3.2 Automatic acquisition clause

This policy shall extend to apply on a contingency basis to any company or companies acquired or established or created by the *insured* during the *period of insurance*, provided that:

3.2.1 their business complies with that outlined in the *schedule*; and

3.2.2 the turnover and/or other exposure base of the new company or companies does not exceed 10% of the turnover and/or other exposure base which was the basis of the premium calculation.

This cover applies only for 90 days following the takeover or formation of the company or companies. Unless the *Company* expressly confirms coverage, this contingent coverage will expire on the 90th day following the takeover or formation of the companies.

The *Company* reserves the right to charge an additional premium and/or apply additional terms.

3.3 Claims series clause

3.3.1 A *claim* or series of *claims* which are attributable directly or indirectly or allegedly to the same event, condition, defect or hazard, or failure to warn shall be added together and treated as one *claim*, irrespective of the period of time after the commencement of the *period of insurance* or the number of persons or entities that sustain *property damage* and/or *personal injury*.

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

3.3.3 The Limits of Liability specified in the *schedule* are non-cumulative.

3.3.4 We shall not indemnify the *insured* for any liability of whatsoever nature in connection with *personal injury* or *property damage* where such *personal injury* or *property damage* is in any way connected with or related to a *claim* or events or circumstances, whether of a continuous, intermittent or repeated exposure, which had occurred or commenced or existed prior to the date of inception of this policy.

3.4 Compensation for court attendance

If an *insured* attends court as a witness, at the *Company's* request, in connection with a *claim* in respect of which the *insured* is entitled to indemnity under this policy, *Company* will provide *compensation* to the *insured* at the following rates per day for each day on which attendance is required:

3.4.1 any director, officer or partner of the *insured* INR 25,000 per day;

3.4.2 any *employee* of the *insured* INR15,000 per day.

3.5 Joint venture

The **Company** will indemnify the **insured** in the event of any **claim** caused by or arising out of any joint venture in which the **insured** has an interest limited to the Limits of Liability stated in the **schedule**.

Where the percentage of interest of the **insured** in the joint venue is not set forth in writing, the percentage to be applied shall be that which is imposed by law at the inception of the joint venture and shall not be increased by the insolvency of the others interested in the joint venture.

The indemnity will not apply:

3.5.1 to claims of the partners in the joint venture against one another;

3.5.2 to claims by the joint venture against the **insured**; or

3.5.3 where the claim is a result from non-disclosure of a material fact.

3.6 Medical Expenses

The **Company** will pay medical expenses, regardless of fault, for **bodily injury** caused by an accident;

- i) On premises owned by the **insured and**
- ii) Because of the **insured's business** and
- iii) up to a sublimit of INR 50,000

3.7 Overseas personal liability

The **Company** will indemnify the **insured** for legal liability incurred in connection with the **business** which may be deemed to include any liability incurred in a personal capacity by an **employee** or director (including the spouse or any family member of any such person while accompanying such **employee** or director) whilst travelling outside his or her country of domicile in connection with the **business**, provided that the **employee** or director is not entitled to indemnity under any other policy of insurance, self-insurance or deductible programme effected in the **insured's** name.

3.8 Data Protection Legislation Endorsement

Notwithstanding anything contrary to in this policy, it is agreed and understood that the **Company** will indemnify the **insured** against legal liability incurred by the **insured** under :

- a. Section 13 of the Data Protection Act 1998 or any amending or replacement legislation in connection with the personal data as defined in the said Act held by the **insured**; or
- b. Article 82 of the Regulation (EU) 2016/679 – General Data Protection Regulations (GDPR); or
- c. Any data protection or privacy legislation as applicable from time to time.

Provided always that :

- (a) The **Company** shall not be liable :
 - i) for fines, penalties, liquidated, punitive or exemplary damages; or
 - ii) for the cost of :
 - 1) replacing, reinstating, rectifying or erasing any personal data; or

- 2) notifying any person regarding loss of personal data; or
- 3) forensic IT costs involved in investigating a data breach; or
- iii) where the **insured** has committed any deliberate or intentional criminal act or omission giving rise to any claim under this extension.

(b) The **Company's** liability under this extension shall not exceed INR 45,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum **Company** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of liability stated in the **schedule**.

This policy applies when a claim is first made against the **insured** during the period of insurance for liabilities incurred by the **insured** after the retroactive date as shown in the **schedule**.

4. Definitions

When used in this policy, its **schedule** and its Endorsements, the following definitions shall apply:

4.1 Act of terrorism

act of terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- 4.1.1 involves violence against one or more persons;
- 4.1.2 involves damage to property;
- 4.1.3 endangers life other than that of the person committing the action;
- 4.1.4 creates a risk to health or safety of the public or a section of the public; or
- 4.1.5 is designed to interfere with or to disrupt an electronic system.

4.2 Advertising liability

advertising liability means:

- 4.2.1 infringement of copyright of, or passing off of a title or slogan;
- 4.2.2 unfair competition, piracy or idea misappropriation contrary to an implied contract;
- 4.2.3 invasion of privacy; or
- 4.2.4 defamation, libel, slander,

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*.

4.3 Aircraft

aircraft shall mean any vessel, craft or thing made, or intended, to fly or move in or through the atmosphere or space.

4.4 Business

business means all activities and operations specified in the *schedule* and includes:

4.4.1 the provision and management of catering, social, sports, welfare, childcare, theatrical and related facilities including galas for the benefit of *employees*;

4.4.2 the provision of fire, first aid, ambulance and security services;

4.4.3 at the *insured's* discretion, private work carried out by an *employee* for a director or partner or *employee* of the *insured's*;

4.4.4 the ownership, maintenance, repair and occupation of premises or facilities belonging to the *insured*;

4.4.5 attendance at or participation in trade fairs, shows and exhibitions by any *employee* or director in connection with their employment;

4.4.6 provision of sponsorship.

4.5 Claim

claim means any writ, summons, application or other originating legal or arbitral process, cross claim, or counter claim or appeal served upon an insured alleging *personal injury*, *property damage* or *advertising liability*.

4.6 Compensation

compensation means monies paid or agreed to be paid by judgment or settlement for:

4.6.1 *personal injury*;

4.6.2 *property damage*; and

4.6.3 *advertising liability*.

4.7 Computer virus

computer virus means an executable program or computer code segment that is self-replicating, requires a host program or executable segment in which it can be contained, and which destroys or alters the host,

program or other computer code or data, causing undesired program or computer system operation.

4.8 Deductible

deductible means the first amount of each **claim** which is payable by the **insured** as stated in the **schedule**. The **deductible** applies to all amounts payable under this policy including the indemnity provided under Additional Payments.

4.9 Employee

employee means:

- 4.9.1 any person under a contract of service or apprenticeship with the **insured**;
- 4.9.2 any labour master or person supplied, or any person supplied by a labour only sub-contractor;
- 4.9.3 any self-employed person working under contract with the **insured** and under its direction;
- 4.9.4 any person hired by the **insured** from another employer subject to a written agreement under which the person is deemed to be employed by the **insured**;
- 4.9.5 any student or person undertaking work for the **insured** under a work experience or similar scheme; or
- 4.9.6 any voluntary helper,

whilst engaged in connection with the **business**.

4.10 Employment practices

employment practices mean any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by the **insured**.

4.11 Hovercraft

hovercraft means any vessel, craft or device made to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

4.12 Insured

insured means the Insured named in the **schedule**, and includes:

- 4.12.1 any of the **insured's** subsidiary companies (including subsidiaries thereof) and any other entity under the **insured's** control, and over which the **insured** exercises active management as specified in the **schedule**;
- 4.12.2 any of the **insured's** directors, officers, **employees** or partners but only whilst acting within the scope of their duties in such capacity;
- 4.12.3 any person, principal, organisation, trustee or estate to whom or to which the **insured** is obligated by virtue of a written contract to provide insurance as is afforded by this policy, but only to the extent that is required by such contract and in any event only for such coverage and Limits of Liability as provided in this policy;
- 4.12.4 any social and/or sporting clubs, first aid, fire and ambulance services formed with the **insured's** consent and includes any office bearer or member thereof in their respective capabilities as such;

and

4.12.5 any of the *insured's* directors or senior executives in respect of private work undertaken by the *insured's employees* for such director or senior executive.

4.13 intellectual property law or right

intellectual property law or right means any:

4.13.1 certification mark, copyright, patent, design, right or trademark (including collective or service marks);

4.13.2 right to, or judicial or statutory law recognizing an interest in any trade secret or confidential or proprietary non-personal information;

4.13.3 other right to, or judicial or statutory law recognizing an interest in any expression, idea, likeness, name, slogan, style or doing business, design symbol, title, trade dress or other intellectual property.

4.14 Internet operations

internet operations means:

4.14.1 transfer of computer data or programs by use of electronic mail systems by the *insured* or the *insured's employees*, including for the purpose of this definition only, part-time and temporary staff, contractors and others within the *insured's* organization whether or not such data or programs contain any malicious or damaging code, including but not limited to *computer virus*, worm, logic bomb, or trojan horse;

4.14.2 access through the *insured's* network to the world wide web or a public internet site by the *insured* or the *insured's employees*, including for the purposes of this definition only, part-time and temporary staff, contractors and others within the *insured's* organization;

4.14.3 access to the *insured's* intranet (meaning internal company information and computing resources) which is made available through the world wide web for the *insured's* customers or others outside the *insured's* organization; and

4.14.4 the operation and maintenance of the *insured's* web site.

4.15 Motor vehicle

Motor vehicle means any type of machine and attachments thereto including a trailer designed for use on land only, and which travels on wheels or on self-laid tracks and is propelled by other than manual or animal power.

4.16 North America

North America means:

4.16.1 the United States of America and Canada; and

4.16.2 any state or territory incorporated in, or administered by, the United States of America or

Canada.

4.17 Period of insurance

period of insurance means the Period of Insurance stated in the *schedule*.

4.18 Personal injury

personal injury means:

- 4.18.1 bodily injury, death, disease, illness, disability, nervous shock, mental anguish or mental injury or loss of consortium;
- 4.18.2 false arrest, false detention, wrongful imprisonment, malicious prosecution or humiliation;
- 4.18.3 wrongful entry or wrongful eviction or other invasion of privacy;
- 4.18.4 defamation, libel or slander; and
- 4.18.5 assault and/or battery committed by or at the direction of the *insured* whilst engaged in the *business* and for the purpose of preventing or eliminating danger to persons or property.

4.19 Pollutants

pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.

4.20 Products

products means any goods or products manufactured, grown, extracted, produced, processed, treated, altered, handled, sold, supplied, distributed, imported, exported, repaired, serviced, installed, assembled, erected or constructed by the *insured* (including packaging and containers) in connection with the *business* in or from the *territorial limits*, and after it has ceased to be the *insured's* property, or in the *insured's* custody or legal control.

4.21 Property damage

property damage means:

- 4.21.1 physical damage to, or loss of or destruction of tangible property, including the subsequent loss of use of that property;
- 4.21.2 loss of use and/or loss of value of tangible property that has not been physically damaged, physically lost or physically destroyed provided such loss of use and/or loss of value is caused by physical damage to, physical loss of or physical destruction of other tangible property; and includes denial of access to property, premises, services or facilities, interference with or stoppage of vehicular or pedestrian traffic; and
- 4.21.3 trespass, nuisance or interference with right of way or right to light air or water, easement or

quasi-easement.

4.22 Schedule

schedule means the Schedule attaching to and forming part of this policy, including any Schedule substituted for the original Schedule.

4.23 Territorial limits

territorial limits means anywhere in the world, except **North America**, where the policy will only apply in respect of **products** exported to **North America**.

4.24 Watercraft

watercraft means any vessel, craft or thing made, or intended to float on or in, or travel on or through or under water.

5. Exclusions

The **Company** will not be liable under this policy in respect of:

5.1 Advertising liability

advertising liability directly or indirectly caused by, in connection with or contributed to, by or arising from:

5.1.1 failure of performance of contract, but this shall not relate to claims resulting from unauthorized appropriation of ideas based upon alleged breach of an implied contract;

5.1.2 incorrect description of any article or commodity; or

5.1.3 mistake in advertised price.

5.2 Aircraft products

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to, by or arising from any of the **insured's products** which, with the **insured's** knowledge, are intended for incorporation into any critical part, the structure, machinery or controls of any **aircraft**.

5.3 Aircraft, watercraft, hovercraft

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to, by or arising from the ownership, maintenance, possession, use or operation, loading or unloading, of any **aircraft, watercraft or hovercraft** (other than **watercraft** not exceeding 15 metres in length for use on inland or coastal waters).

5.4 Asbestos

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from asbestos or asbestos products or asbestos contained in any products.

However, this Exclusion does not apply to actual or alleged loss, cost, expenses or liability where such

loss, cost, expense or liability is not related to asbestos content of goods, materials or products or completed operations.

5.5 Contractual liability

any liability or obligation assumed by the **insured** under any agreement or contract except to the extent that:

- 5.5.1 the liability or obligation would otherwise have been implied by law;
- 5.5.2 the liability or obligation arises from a provision in a contract for lease of real or personal property other than a provision which obliges the **insured** to effect insurance or provide indemnity in respect of the subject matter of contract;
- 5.5.3 the liability or obligation is assumed by the **insured** under any warranty under the requirement of Indian legislation in respect to product safety; or
- 5.5.4 the liability or obligation is assumed under those agreements specified in the **schedule**.

5.6 Care, custody and control

property damage to property owned by, hired to or in the custody or control of the **insured** or any **employee** or any party acting on behalf of the **insured**, other than:

- (i) guests', visitors', directors', officers', **employees**' or partners' personal effects;
- (ii) **motor vehicles** in a car park, unless the car park is owned or operated by the **insured** for reward;
- (iii) premises at which the **insured** is undertaking work in connection with the **business**;
- (iv) any building (including its fixtures and fittings) leased, hired or rented to the **insured** provided the **Company** shall not be liable in respect of liability assumed by the **insured** under a tenancy or other agreement which would not have attached in the absence of such agreement; or
- (v) other property in the **insured's** charge or control (except while undergoing any process or being worked upon) for which the **insured** has not assumed any responsibility to obtain insurance, subject to a limit of INR 45,000,000 for any one **claim** and in the aggregate during any one **period of insurance**.

5.7 Deliberate acts

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any deliberate act or omission of the **insured** or any **employee** and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.

5.8 Electromagnetic fields

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from electromagnetic fields (EMF) or electromagnetic interference (EMI).

5.9 Injury to employees

any liability to indemnify or pay *compensation* arising out of:

5.9.1 *personal injury* where any *insured* or *employee* is indemnified or entitled to be indemnified under any policy of insurance required to be taken out pursuant to any legislation relating to workers' compensation, whether or not the *insured* is a party to such contract of insurance;

5.9.2 any scheme created by legislation to provide compensation to persons who sustain *personal injury* arising out of or in the course of their employment; or

5.9.3 any *claim* for *employment practices*.

This policy shall not be drawn into contribution with such insurance or scheme.

This Exclusion does not apply with respect to liability of others assumed by the *insured* under any written contracts.

However, if the *insured*:

- (i) is required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or any common law liability (whether limited or not) for *personal injury*; or
- (ii) is not required to so insure or otherwise fund such liability by reason only that the *personal injury* is to a person who is not a 'worker' or 'employee' within the meaning of the relevant workers' compensation law or the *personal injury* is not an injury which is subject to such law,

then this policy will cover liability for *personal injury* to the extent that the *insured's* liability would not have been covered under any such fund, scheme, policy of insurance or self insurance arrangement had the *insured* complied with its obligations pursuant to such law.

5.10 Information technology hazards

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

5.10.1 the *insured's internet operations*; or

5.10.2 *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; or

- (c) the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any **computer virus**.

However, this Exclusion does not apply to:

- (i) **personal injury, property damage** or **advertising liability** arising out of any material which is already in print by the manufacturer in support of any of its products, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site; or
- (ii) liability which arises irrespective of the involvement of the **insured's internet operations**.

5.11 Intellectual property laws or rights

This insurance does not apply to any actual or alleged **personal injury, property damage** or **advertising injury** arising out of, giving rise to or in any way related to any actual or alleged;

- a) Assertion; or
- b) Infringement or violation

By any person or organization (including any **insured**) of any **intellectual property laws or right**, regardless of whether this insurance would apply to all or part of any such actual, alleged injury or damage in the absence of any such actual or alleged assertion or infringement or violation

5.12 Liquidated or punitive damages

any liability for any amount in respect of:

5.12.1 fines or penalties; or

5.12.2 liquidated, punitive or exemplary damages or multiplication of awards.

5.13 Loss of use

any liability for any amount in respect of loss of use of tangible property which has not been damaged, lost or destroyed as a result of:

5.13.1 a delay in or lack of performance by or on behalf of any **insured** in respect of any contract or agreement; or

5.13.2 the failure of the **products** to meet the level of performance, quality, fitness or durability expressly or implied warranted or represented by an **insured**.

However, Exclusion 5.13.2 above does not apply to loss of use of other tangible property resulting from the sudden and accidental damage to or destruction of the **products** after such **products** have been put to use by any person or organization other than the **insured**.

5.14 Motor liability

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to, by or arising from the use of a **motor vehicle** owned by, or in the physical or legal control of the **insured**:

5.14.1 which is required by law to be registered; or

5.14.2 in respect of which insurance is required by virtue of any legislation.

However, this Exclusion does not apply to:

- (i) a **motor vehicle** (other than a **motor vehicle** owned or used by or on behalf of the **insured**) whilst that **motor vehicle** is in a car park owned or operated by the **insured** other than for income or reward as a car park operator;
- (ii) **personal injury** or **property damage** occurring during the loading or unloading of a **motor vehicle** caused by or arising from the collection or delivery of any goods from or to the **motor vehicle** where such **personal injury** or **property damage** occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability;

5.15 North America

any liability in **North America** directly or indirectly caused by, in connection with or contributed to by or arising from:

5.15.1 the manufacture in or supply to **North America** of:

- (a) any alcohol products;
- (b) firearms;
- (c) any product containing or made of latex;
- (d) silica or any product containing silica;
- (e) welding rod products.

5.15.2 the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to existence of, or presence of any:

- (a) fungi or bacteria;
- (b) substance, vapour or gas produced by or arising out of any fungi or bacteria.

5.15.3 the costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposing of, or in any way responding to, or assessing the effects of, fungi or bacteria, by the **insured** or by any other person

or entity.

5.16 Pollution

any liability arising out of:

- 5.16.1 **personal injury** or **property damage** directly or indirectly caused by, in connection with or contributed to by or arising from the discharge, seepage, migration, dispersal, release or escape of **pollutants** into or upon any property, land the atmosphere or any watercourse or body of water (including ground water);
- 5.16.2 **personal injury** or **property damage** directly or indirectly caused by, in connection with or contributed to by or arising from the discharge, seepage, migration, dispersal, release or escape of **pollutants** caused by any product that has been discarded, dumped, abandoned or thrown away by others;
- 5.16.3 the cost of removing, nullifying or cleaning up **pollutants**; or
- 5.16.4 the cost of preventing the escape of **pollutants**.

Exclusions 5.16.1 and 5.16.3 above shall not apply to a sudden identifiable, unintended and unexpected event from the **insured's** standpoint which takes place, resulting from a **claim** first made against the insured during the **period of insurance** and occurs outside of **North America**. However, the total aggregate Limits of Liability during any one **period of insurance** shall not exceed the Limits of Liability.

5.17 Prior and pending

- 5.17.1 any claim made, threatened or intimated against an insured prior to the period of insurance.
- 5.17.2 any claim or liability based upon, whether directly or indirectly, any fact or circumstance:
 - (a) which the insured was aware of prior to the period of insurance and which the insured knew or ought reasonably to have known might give rise to a claim or liability;
 - (b) of which written notice has been given or ought reasonably to have been given by the insured under any prior policy (whether or not such policy was issued by any member of the Zurich Insurance Group);
 - (c) disclosed in the proposal or other information provided to us for the purposes of obtaining this policy.

5.18 Professional liability

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering or failure to render professional advice or service by the **insured**, or any error or omission in connection therewith.

However, this Exclusion shall not apply to:

- (i) the *insured's* liability in respect of *personal injury* or *property damage* resulting from the provision of professional advice or services, or any error or omission in connection with the *insured's products* which is not given for a fee; or
- (ii) the rendering or failure to render professional advice by any *employee* to provide first aid or other medical services at the *insured's* premises.

Medical services excludes advice or services provided by a qualified medical practitioner, nurse or first aid attendant.

5.19 Radioactive contamination

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

- 5.19.1 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- 5.19.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

However, this Exclusion shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical, scientific or research pursuits.

5.20 Repair and replacement

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

- 5.20.1 the cost of rectifying defective work carried out by or on behalf of the *insured*;
- 5.20.2 *property damage* to any of the *insured's products* causing *personal injury* or *property damage*; and
- 5.20.3 the costs or expenses of recalling, removing, repairing, recovering, altering or replacing the *insured's products* arising from a defect in or an error in connection with the sale or supply of such *products* or the guaranteed performance of the *insured's products* or the unsuitability thereof for the use for which they are supplied.

5.21 Retroactive date

any liability arising from or attributable to any *personal injury*, *property damage* or *advertising liability* first occurring prior to the Retroactive Date, if any, specified in the *schedule*.

5.22 Terrorism

any injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any *act of terrorism* regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Exclusion also excludes injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any *act of terrorism*.

If the *Company* alleges that, by reason of this Exclusion, any injury, loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the *insured*.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5.23 War

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

6. General Conditions

6.1 Action against *Company*

The *Company* shall not be liable unless the *insured* has complied fully with all provisions of this policy nor until the amount of *compensation* has been finally determined, either by judgment against the *insured* or by written agreement with the *insured*, the claimant and the *Company*.

The *insured* shall make a definite claim for any *personal injury* or *property damage* for which the *Company* may be liable within a reasonable time after such final determination.

6.2 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.

6.3 Assignment

No assignment of interest under this policy shall bind the *Company* until our consent is endorsed herein. However, should any *insured* die or be adjudged bankrupt or insolvent, the *Company* will consent to the assignment of this policy to such *insured's* legal representative provided that written notice is given to us within a reasonable time after the date of such death, bankruptcy or insolvency.

6.4 Bankruptcy

Bankruptcy or insolvency of the *insured* or of the *insured's* estate will not relieve the *Company* of our

obligations under this policy nor deprive us of our rights or defenses under this policy.

In the event a liquidation or reorganization proceeding is commenced by or against the *insured* pursuant to the Insolvency and Bankruptcy Code, 2016 as amended or any similar foreign, state or local law, the insured hereby:

6.4.1 waive and release any automatic stay or injunction which may apply in such proceeding to this policy or its proceeds under such bankruptcy law, and

6.4.2 agree not to oppose or object to any efforts by the *Company*, the *insured*, or any *insured* to obtain relief from any such stay or injunction.

6.5 Cancellation

6.5.1 The *insured* may cancel this policy at any time by giving notice in writing to us.

6.5.2 The *Company* may cancel this policy on 7 days advance notice to that effect being given in writing to the *insured's* last known address in which case the *Company* shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

6.5.3 Upon cancellation by the *insured* a refund of premium will be allowed pro rata refund of the premium for the unexpired *period of insurance*.

6.5.4 Upon cancellation by the *Company*, a refund of premium will be allowed pro rata for the unexpired *period of insurance*.

6.6 Change in risk

Every change materially affecting the facts or circumstances existing at the commencement of or during the course of this policy, or at any subsequent renewal date, shall be notified to the *Company* as soon as such change comes to the *insured's* notice.

We reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

6.7 Claims assistance and cooperation

The *insured* must assist and cooperate with the *Company* fully and promptly in relation to a claim, including:

6.7.1 supplying us with all information and assistance we may reasonably require;

6.7.2 allowing us to negotiate, defend or settle the claim:

(a) in the *insured's* name and on the *insured's* behalf; or

(b) in the name of and on behalf of any other party covered by the *insured's* policy;

6.7.3 sending to us any claim, writ, summons, or full details of other relevant legal or other proceedings such as an impending prosecution or inquest the **insured** receives or becomes aware of; and

6.7.4 as far as possible, preserve any product, appliance, plant or other items which might prove necessary or useful as evidence until the **Company** has had an opportunity of inspection.

6.8 Control of claims

6.8.1 The **insured** shall not, without **Company's** written consent, admit or repudiate liability, negotiate or make any offer, promise or payment in connection with any claim.

6.8.2 the **Company** shall be entitled, but not obligated, to take over and conduct in the **insured's** name, the defence or settlement of any claim or to prosecute in the name of the **insured** at its own expense and for its own benefit any claim, for indemnity or damages or otherwise against any persons, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

6.8.3 The **insured** shall give all such information and assistance as the **Company** may require.

6.9 Cross liability

Subject to General Condition 6.15 'Joint insured' for the purpose of this policy, when an **insured** consists of more than one party, the **insured** shall be considered as a separate **insured** as though a separate policy had been issued to each of the said parties but nothing herein contained shall operate to increase our Limits of Liability.

6.10 Data sharing consent

In order to provide a seamless insurance service globally, **Company** may disclose any data **Company** has received from and any data it holds on the **insured** to affiliates, associated and/or related companies of Zurich Kotak GIC, reference agencies, distribution intermediaries, service providers who provide relevant services to Zurich Kotak GIC, coinsurance and reinsurance companies located in the country of the **insured** or abroad.

The **Company**, as well as such recipients may collect, use, process and disclose the data, in particular for the purpose of risk evaluation, policy execution, premium setting, premium collection, claims assessment, claims processing, claims payment, statistical evaluation or to otherwise ensure Zurich's global insurance service delivery.

If a broker or agent is acting on behalf of the **insured**, the **Company** is authorised to collect, use, process and disclose data of the **insured** received from such broker or agent, and to forward to such broker or agent data of the **insured** relating to the execution of the policy and collection of premiums and payment of claims.

The **Company** may disclose the data to applicable industry associations and governmental/regulatory offices and may procure data from government offices and third parties relating to the **insured** to assess a claim in the event of loss or damage.

6.11 Discharge of any liability

The **Company** may at any time pay the Limits of Liability (after deduction of sum or sums already paid), or any lesser sums for which any **claim** or **claims** can be settled, and shall then be under no further liability in respect thereof except for the payment under Extension of Cover 3.1 'Additional payments' incurred prior to such payment.

In the event of a claim or series of claims resulting in liability of the **insured** to pay a sum in excess of the Limits of Liability, the **Company's** liability for Extension of Cover 3.1 'Additional payments' shall not exceed an amount being in the same proportion as the **Company's** payment bears to the total payment made by or on behalf of or to be made by the **insured** in satisfaction of the claim or claims.

6.12 Fraud

If any claim upon this policy be in any respect fraudulent, or if any fraudulent means or devices be used by the **insured**, or if any damage be occasioned by a wilful act of the **insured** or with their connivance, all benefit under this policy shall be forfeited and the policy void.

6.13 Headings

Headings have been included for ease of reference, but do not form part of the policy.

6.14 Inspection and audit

The **Company** shall be permitted but not obligated to inspect the **insured's** property and operations at any reasonable time. Neither our right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of an **insured** or others to determine or warrant that such property or operations are safe or healthy, or are in compliance with any law, rule or regulation.

The **Company** may examine and audit the **insured's** books and records at any time during the **period of insurance** and within three years after the final termination of the policy, as far as they relate to the subject matter of this insurance.

6.15 Joint insured

Where the **insured** is comprised of more than one legal entity, information supplied to us shall be deemed to have been furnished by and on behalf of all such entities, and any information supplied to us or any omission or non-disclosure in relation to any renewal or extension hereof, shall likewise be deemed to have been furnished, omitted or withheld on behalf of all such entities.

6.16 Joint responsibility and liability

Any and all **insured's** and any persons deriving benefit under this insurance are jointly liable and responsible for any breach of any terms of this policy and/or misrepresentation and/or non-disclosure and/or fraud. For the avoidance of doubt this clause survives avoidance of the policy.

6.17 Liability not to be admitted

The **insured** shall not admit liability for or offer to or agree to settle any claim without **Company's** written consent. The **Company** shall be entitled to take over and defend any **claim** with full discretion in the

conduct of that *claim*.

6.18 No cover under this policy

Where the *insured* is not entitled to be indemnified under this policy, the *Company* owes no duty of any kind and has no liability of any kind to the *insured*.

6.19 Notice and proof of claim

Upon the discovery of any *personal injury*, or *property damage* loss or circumstance giving rise or which may give rise to a *claim* (whether or not the *insured* believes the claim amount might fall below the applicable *deductible*) under this policy, the *insured* shall:

- 6.19.1 give notice in writing to the *Company* as soon as practicable after the *insured* becomes aware of such loss or circumstance and within 30 days thereafter provide, at the *insured's* own expense, a written statement detailing all relevant information;
- 6.19.2 advise of the cause and the amount of loss and any other proof or information with respect to the claim that may be reasonably required;
- 6.19.3 furnish to us details of any other insurance covering or which may cover the same loss;
- 6.19.4 take reasonable steps to prevent further loss; and
- 6.19.5 at all reasonable times permit us or our agents to inquire into, investigate and examine the circumstances of any loss.

6.20 Policy Interpretation

- 6.20.1 The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with Indian law
- 6.20.2 Subject to the obligation to have the matter resolved by arbitration in accordance with clause 6.2 of this policy, this policy shall be subject to the jurisdiction of the courts of India.

6.21 Reasonable precautions

It is a condition precedent to the *Company's* liability under this policy that the *insured* shall, at its own expense:

- 6.21.1 take, and cause to be taken, reasonable precautions to prevent *personal injury, property damage* and/or *advertising liability*;
- 6.21.2 comply with all statutory or local authority law, obligations and requirements or equivalent;
- 6.21.3 prevent the manufacture, sale or supply of defective *products*; and
- 6.21.4 withdraw, inspect, repair, replace, trace, recall or modify any of the *products* containing any defect or deficiency of which the *insured* has knowledge or has reason to suspect.

6.22 Sanctions Clause

The **Company** 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 the **Company** 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.

6.23 Subrogation

The **Company** waives all rights of subrogation under this policy against:

6.23.1 any corporation or organization the majority of whose capital stock is owned or controlled by the **insured**.

6.23.2 any corporation, organization or person which or who owns or controls the majority of the capital stock of any corporation or organization to which or to whom protection is afforded under this policy, except that if such corporation, organization or person is protected from such loss by any other policy of indemnity or insurance, the **Company**'s right of subrogation is not waived to the extent and up to the amount of such other policy.

6.24 Valuation and foreign currency

All premiums, limits, retentions, indemnity and other amounts referred to in this policy are expressed and payable, where due, in Indian Rupee currency. Unless where otherwise provided, if judgment is rendered, settlement is denominated or an element of loss under this policy is stated in a currency other than Indian Rupee, payment under this policy shall be made Indian Rupee at the cash rate of exchange for the purchase of Indian Rupees as reported on www.rbi.org.in, or, if it has ceased to be current, a currency conversion web site selected by the **Company** on the date the final judgment is reached, the amount of the settlement is agreed upon or the element of loss is due, as the case may be.

6.25 Other Insurance

If at the time of the circumstances giving rise to a **claim** there is any other valid and collectible insurance effected by the **insured** or on the **insured's** behalf providing any payment in respect of such **claim**, the **insured** must provide to us copies of all such policies. Our liability under this policy will be limited to any excess beyond the limit or sum insured which would be payable under such other insurance had this policy not been effected.

6.26 No Tacit Renewal

The **Company** shall not be bound to renew or deemed to renew or to accept any renewal premium on the expiry of this Policy.

7. Grievance Mechanisms

For resolution of any query or grievance, **insured** may contact the respective branch office of the **Company** 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 Zurich Kotak General Insurance Company (India) Limited 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 the **Company** 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 the **Company**'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, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
Bhopal: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chattisgarh.
Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park,	Orissa.

Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	
Chandigarh: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
Delhi: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
Guwahati: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad: Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
Jaipur: 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.

<p>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</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>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</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>Mumbai: Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).</p>
<p>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</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>Patna: Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar and Jharkhand.</p>
<p>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</p>	<p>Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).</p>

LIST OF ENDORSEMENTS / EXTENSIONS:

SI No	Name of the Add-on Cover	UIN
1.	Additional payments	IRDAN152CPLB0550V01202526/A0551V01202526
2.	Automatic acquisition clause	IRDAN152CPLB0550V01202526/A0552V01202526
3.	Claims series clause	IRDAN152CPLB0550V01202526/A0553V01202526
4.	Compensation for court attendance	IRDAN152CPLB0550V01202526/A0554V01202526
5.	Joint venture	IRDAN152CPLB0550V01202526/A0555V01202526
6.	Medical expenses	IRDAN152CPLB0550V01202526/A0556V01202526
7.	Overseas personal liability	IRDAN152CPLB0550V01202526/A0557V01202526
8.	Data Protection Legislation endorsement	IRDAN152CPLB0550V01202526/A0558V01202526
9.	2 Year Long Term Agreement	IRDAN152CPLB0550V01202526/A0559V01202526
10.	Acts of Tenants	IRDAN152CPLB0550V01202526/A0560V01202526
11.	Additional Insured - Vendor's Liability	IRDAN152CPLB0550V01202526/A0561V01202526
12.	All Costs Inclusive Clause	IRDAN152CPLB0550V01202526/A0562V01202526
13.	Batch Clause	IRDAN152CPLB0550V01202526/A0563V01202526
14.	Breach of Warranties / Conditions	IRDAN152CPLB0550V01202526/A0564V01202526
15.	Demonstration & Exhibition Endorsement	IRDAN152CPLB0550V01202526/A0565V01202526
16.	Misdescription	IRDAN152CPLB0550V01202526/A0566V01202526
17.	Nominated Adjusters	IRDAN152CPLB0550V01202526/A0567V01202526
18.	North American Jurisdiction Conditions	IRDAN152CPLB0550V01202526/A0568V01202526
19.	First & Third Party Recall Costs Endorsement	IRDAN152CPLB0550V01202526/A0569V01202526
20.	Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion	IRDAN152CPLB0550V01202526/A0570V01202526
21.	Alcohol Health Hazards Exclusion	IRDAN152CPLB0550V01202526/A0571V01202526
22.	Biological Agents/ Communicable Disease/ Fungi/ Bacteria Exclusion	IRDAN152CPLB0550V01202526/A0572V01202526
23.	Bushfire Liability Exclusion	IRDAN152CPLB0550V01202526/A0573V01202526
24.	Cannabis Exclusion Clause	IRDAN152CPLB0550V01202526/A0574V01202526
25.	Cyber Risks Liability Exclusion	IRDAN152CPLB0550V01202526/A0575V01202526
26.	Design Exclusion	IRDAN152CPLB0550V01202526/A0576V01202526
27.	Efficacy Exclusion	IRDAN152CPLB0550V01202526/A0577V01202526
28.	Entertainment Performers & Crew Exclusion	IRDAN152CPLB0550V01202526/A0578V01202526
29.	Failure to Supply Exclusion	IRDAN152CPLB0550V01202526/A0579V01202526
30.	Genetically Modified Organism Exclusion	IRDAN152CPLB0550V01202526/A0580V01202526
31.	Trafficking Exclusion	IRDAN152CPLB0550V01202526/A0581V01202526
32.	Intellectual Property Exclusion	IRDAN152CPLB0550V01202526/A0582V01202526

33.	Known Claims and Circumstances Exclusion	IRDAN152CPLB0550V01202526/A0583V01202526
34.	Marine Liability Exclusion	IRDAN152CPLB0550V01202526/A0584V01202526
35.	Medical Devices Exclusion	IRDAN152CPLB0550V01202526/A0585V01202526
36.	Mould Exclusion	IRDAN152CPLB0550V01202526/A0586V01202526
37.	Participants Exclusion Clause	IRDAN152CPLB0550V01202526/A0587V01202526
38.	Pharma API Exclusion - ROW	IRDAN152CPLB0550V01202526/A0588V01202526
39.	Pharma API Exclusion – US	IRDAN152CPLB0550V01202526/A0589V01202526
40.	Pharmaceutical/ Herbaceutical Products Exclusion	IRDAN152CPLB0550V01202526/A0590V01202526
41.	Pure Financial Loss Exclusion	IRDAN152CPLB0550V01202526/A0591V01202526
42.	Pyrotechnics Exclusion Clause	IRDAN152CPLB0550V01202526/A0592V01202526
43.	Safety-Critical Automotive Products Exclusion	IRDAN152CPLB0550V01202526/A0593V01202526
44.	Specific Entity Exclusion Clause	IRDAN152CPLB0550V01202526/A0594V01202526
45.	Specific Products and Substances	IRDAN152CPLB0550V01202526/A0595V01202526
46.	Non-Aggregation of Limits of Liability Clause	IRDAN152CPLB0550V01202526/A0596V01202526
47.	Hold Harmless Agreement – Special Conditions regarding Aggregation	IRDAN152CPLB0550V01202526/A0597V01202526
48.	Notice And Authority for International Programs	IRDAN152CPLB0550V01202526/A0598V01202526
49.	Territorial Limits	IRDAN152CPLB0550V01202526/A0599V01202526
50.	Public and Products Liability Insurance	IRDAN152CPLB0550V01202526/A0600V01202526
51.	Retroactive Date	IRDAN152CPLB0550V01202526/A0601V01202526
52.	Financial Interest Cover	IRDAN152CPLB0550V01202526/A0861V01202526
53.	Non – Admitted Disclaimer	IRDAN152CPLB0550V01202526/A0862V01202526