

7. Endorsements

Type of Endorsement	Details

8. Co-insurance (if any)

Name of the Insurer	Co-insurance Percentage

7. Special conditions (if any):

Signed for and on behalf of the **ICICI Lombard General Insurance Company Limited**, at _____ on this date

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Authorised signatory

Signed for and on behalf of the **ICICI Lombard General Insurance Company Limited**, at
_____ on this date

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Authorised Signatory

¹ AOY: Any One Year relates to limit of liability in respect of all accidents in any one year.

PART II OF SCHEDULE

For the purpose of this policy, the following terms shall have the meaning as set forth hereunder:

- (i) "Accident" means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant, continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- (ii) "Damage" means actual and/or physical damage to tangible property.
- (iii) "Injury" means bodily injury, illness or disease of or to any person and, unless otherwise specified, includes death of such person.
- (iv) "Period of Insurance" means the period commencing from the retroactive date and terminating on the expiry date as shown in Part I of the Schedule.
- (v) "Policy Period" means the period commencing from effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in Part I of the Schedule.
- (vi) "Pollution" means pollution or contamination of the atmosphere or of any water, land, or other tangible property
- (vii) "Premises" shall be deemed to include pipelines running outside the premises for discharge of treated effluents at a disposal point situated within a distance of one kilometre from the premises.
- (viii) "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.

For the purpose specifically of the Benefits I, II and III, the following terms shall have the meaning as set forth hereunder:

- (i) "Act" unless otherwise specifically mentioned shall mean the Public Liability Insurance Act, 1991 as amended from time to time.
- (ii) "Handling" in relation to any hazardous substance means the manufacture, processing, treatment, package, storage, transportation by vehicle, use, collection, destruction, conversion, offering for sale, transfer or the like of such hazardous substance.
- (iii) "Hazardous Substance" means any substance or preparation which is defined as hazardous substance under the Act and the Rules framed thereunder.
- (iv) "Owner" means a person who owns, or has control over handling of any hazardous substance at the time of accident and includes:
 - (a) in the case of a firm, any of its partners

- (b) in the case of an association, any of its members, and
 - (c) in the case of a company, any of its directors, managers, secretaries or other officers who is directly in charge of, and is responsible to the company for the conduct of the business of the company
- (v) "Turnover" shall mean
- (a) In case of Manufacturing Units - Entire annual gross sales turnover, including all levies and taxes, of manufacturing units handling Hazardous Substances. For the purpose of this definition, the term "Units" shall mean all operations being carried out in the manufacturing complex in one location.
 - (b) In case of Godowns/ Warehouse - Total annual rental receipts of premises handling Hazardous Substances.
 - (c) In case of Transport Operators - Total annual freight receipts while transporting Hazardous Substances.
 - (d) In all other cases - Total annual gross receipts involving Hazardous Substances.

Scope of Cover

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum as compensation for any loss or damage as described under different sections hereunder but not exceeding the Limit of Indemnity as specified in Part I of the Schedule to the Policy. The Benefits described below shall apply only when the Insured opts for the same and a Limit of Liability is indicated against the appropriate Benefit, in Part I of the Schedule.

Benefit I (Public Liability - Act)

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, to indemnify the Insured or Owner as defined above for the purpose of this policy against the statutory liability arising out of Accidents occurring during the currency of the Policy due to handling of hazardous substances as provided for in the Act as defined above, and the Rules framed thereunder.

Exclusions

The Company shall not be liable:

- (i) For any wilful or intentional non-compliance of any statutory requirements;
- (ii) Under any law or legislation except in so far as provided for in Section 8 (1) & 8 (2) of the Act;
- (iii) In respect of damage to personal property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured.

Owner's control, care or custody which is not related to the Insured's business;

- (iv) For matters outside the scope of the Act.
- (v) In respect of losses/liability arising outside India.

Benefit II (Public liability – Industrial)

Scope of Cover

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured against their legal liability for Accident causing Injury or Damage occurring in the Premises in connection with the business as described in Part I of the Schedule during the Period of Insurance and claim first made in writing against the Insured during the Policy Period, (other than liability as may arise or be specified under the Act or any other statute of a similar or like nature that may come into force after the issue of this policy) to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian law.

Exclusions

The Company shall not have any liability:

- (i) in respect of any pollution howsoever caused unless specifically covered;
- (ii) in respect of any product or any liability arising out of the usage of the product;
- (iii) assumed by the Insured by agreement or contract and which would not have attached in the absence of such agreement or contract;
- (iv) arising out of Acts of God, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or any other acts or convulsions of nature and atmospheric disturbances, unless specifically covered;
- (v) for any motor vehicles or trailer for which compulsory insurance is required by legislation, due to the ownership, possession or use by or on behalf of the Insured other than the following:
 - (a) for claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - (b) for claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - (c) for claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
 - (d) for claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking;

- (vi) for or in respect of legal liability on account of any technical or other collaborations unless specifically covered;
- (vii) for or in respect of any aircraft, water-borne vessels or hovercraft owned, possessed or used by or on behalf of the Insured;
- (viii) for damage to property owned, leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than the following:
 - (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work)
 - (b) employees' and visitors' clothing and personal effects
 - (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement
- (ix) for injury and/or damage occurring prior to the retroactive date as mentioned in the Part I of the Schedule;

Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company can not agree when the injury or damage occurred, then

 - (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury;
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
- (x) caused by the deliberate, conscious or intentional disregard of the Insured's technical or administrative management's rules, policies, express or implied, of the need to take all reasonable steps to prevent any circumstances from arising, which may give rise to a claim;
- (xi) for, or in respect of, injury to any person under the contract of employment or apprenticeship with the Insured, their contractor(s) and/or sub-contractor(s), when such injury arises out of the execution of such contract;
- (xii) for industrial seepage, pollution and contamination, unless specifically covered by an extension in that behalf;
- (xiii) for carriage of effluents outside the premises, unless specifically covered by an extension in that behalf;
- (xiv) for liability arising out of transportation of materials/dangerous or hazardous substances, unless specifically covered by an extension in that behalf;
- (xv) for or in respect of any liability which is the subject matter of specific insurance elsewhere; and / or,

(xvi) for any claims arising outside the territorial limits of India.

Benefit III (Public Liability – Non Industrial)

Scope of Cover

The Company hereby agrees, subject to terms, conditions and exclusions herein contained, endorsed or otherwise expressed hereon, to indemnify the Insured against their legal liability towards third parties for Accidents resulting in Injury or Damage occurring in the insured Premises in connection with the business specified in Part I of the Schedule during the Period of Insurance and claim first made in writing against the Insured during the Policy Period (other than liability under the Act¹ or any other Statute of similar or like nature, that may come into force after the issue of this policy) to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian law.

Exclusions

The Company shall not have any liability:

- (i) For any pollution howsoever caused unless specifically covered;
- (ii) For any product or any liability thereat, or for any professional service deficiency or liability arising therefrom;
- (iii) Assumed by the Insured by an agreement or contract, which would not have attached in the absence of such agreement or contract;
- (iv) Arising out of any Acts of God, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar acts or convulsions of nature and atmospheric disturbances;
- (v) For claims arising out of the ownership, possession, or, use of any tool or plant forming part of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
 - (a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - (c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
 - (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking;
- (vi) For or in respect of transportation of materials and/or Hazardous Substances outside Insured's Premises unless specifically covered;

- (vii) For or in respect of any aircraft, water-borne vessel or hovercraft owned, possessed or used by or on behalf of the Insured;
- (viii) For or in respect of damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:
 - (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work);
 - (b) employees' and visitors' clothing and personal effects;
 - (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
- (ix) For or in respect of injury and /or damage occurring prior to the retroactive date as specified in Part I of the Schedule

Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company can not agree when the injury or damage occurred, then:

(a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury, and /or

(b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

- (x) For the deliberate, conscious or intentional disregard of the Insured's technical or administrative management rules or policies, expressed or implied, requiring taking of reasonable steps to prevent any circumstances, which may give rise to a claim.
- (xi) For industrial seepage, pollution and contamination, unless specifically covered.
- (xii) For carriage of effluents outside the premises, unless specifically covered.
- (xiii) For or in respect of any liability which is the subject matter of specific insurance elsewhere;
- (xiv) For or in respect of Injury to any person under the contract of employment or apprenticeship with the Insured, their contractor(s) and/or sub-contractor(s) when such injury arises out of or in the course of such contracts or apprenticeship;
- (xv) For or in respect of any liabilities arising out of poisoning by foreign or deleterious matter in food, beverage and/or any other items supplied by the Insured in the Insured's premises, if the Insured is in the business of

hotel, motel, club houses, restaurant, boarding and lodging houses, guest houses including flight kitchens, cinema halls, auditoriums, theatres, open air theatres, public hall, school, educational institutions and public libraries, unless specifically covered.

- (xvi) Arising out of use of sports facilities, unless specifically covered.
- (xvii) Arising out of use of swimming pool in the Insured's Premises, unless specifically covered.
- (xviii) In respect of losses/liability arising outside the territorial limits of India
- (xix) Arising out of any facility other than expressly mentioned in the proposal form, unless specifically covered.

Benefit IV (Product Liability)

Definitions

Scope of Cover

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured against legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other statute based on the doctrine of "No Fault Liability") to pay compensation including claimant's costs, fees and expenses, in accordance with the law of the country but not in respect of any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part) unless the Insured has requested that there shall be no such limitation and has accepted the terms of the North American Jurisdiction Extension Clause which forms part of this Policy.

The insurance cover only applies to claims arising out of any defect in the Product(s) during the period of insurance first made in writing against the Insured during the Policy Period and the Insured is indemnified in accordance with the scope of cover for and/or arising out of Injury, Damage or pollution but only against claims arising out of or in connection with any products specified in Part I of the Schedule.

For the purpose of this policy, where a series of losses and/or bodily injuries and/or deaths are attributable directly or indirectly to the same cause, all such losses and/or bodily injuries and/or death claims 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 arising from one specific cause which arise later than 3 years after the first claim of the series

Exclusions

The Company shall not be liable to make any payment under any section in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of legal liability arising out of:

- (i) costs incurred in the repair, reconditioning, modification or replacement of any part of any product which is, or is alleged to be, defective;
- (ii) costs arising out of the recall of any product or part thereof;
- (iii) any product which, with the Insured's knowledge, is intended for incorporation into the structure, machinery or control of any aircraft/spacecraft;
- (iv) distribution, storage, deposit or use of asbestos, asbestos products and/or products containing asbestos;
- (v) damage to property belonging to the Insured or held in trust or in the custody or control of the Insured or a person employed by or otherwise in the service of the Insured.
- (vi) injury and/or damage occurring prior to the Retroactive Date specified in the Schedule.

Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and the Company cannot agree when the injury or damage occurred, then:

- (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown
- (vii) the deliberate, conscious or intentional disregard by the Insured's employees of the Insured's technical, administrative or management instructions in respect of taking all reasonable steps to prevent claims.
 - (viii) injury to any person being under a contract of employment or apprenticeship with the Insured, or the Insured's contractor(s) and/or sub-contractor(s) when such injury arises in the course of duties performed under such contract or apprenticeship.
 - (ix) contractual liability assumed by the Insured unless such liability would have otherwise existed in the absence of the specific contract;
 - (x) any product guarantee;
 - (xi) claims for failure of the goods or products to fulfill the purpose for which they were intended.
 - (xii) products which have left the custody and control of the Insured prior to Retroactive Date specified in the Schedule.
 - (xiii) the distribution or sale of the Insured's products in the regular course of the vendor's business
 - (xiv) any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part), unless otherwise agreed to by the Company;

- (xv) the Public Liability Insurance Act, 1991 or any other statute based on the doctrine of "No Fault Liability";
- (xvi) arising out of any technical collaboration agreement between the Insured and a technical collaborator.

Benefit V (Employers Liability)

Definitions

"Employee Benefit Program(s)" shall mean group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, travel, savings or vacation plans and, except as respects the insurance afforded hereunder to employees, shall also include workers compensation insurance, unemployment compensation insurance and disability benefits insurance.

"Administration", whenever used, shall mean the following:

- 1) counseling employees with respect to Employee Benefit Program(s);
- 2) interpretations relative to Employee Benefit Program(s);
- 3) record-keeping in connection with Employee Benefit Program(s);
- 4) enrollment or termination of employees' under Employee Benefit Program(s).

Scope of Cover

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured for the amount that the Insured becomes legally liable to pay as damages to any employee or former employee or the heirs, beneficiaries or legal representatives of such employees, because of any act of negligence, error, mistake or omission of the Insured, or on the part of others for whom the Insured is responsible, in respect of the Administration of Employee Benefit Programs of the Insured.

For the purpose of determining the Limits of Indemnity for this Benefit, any act of negligence, error, mistake or omission together with all related acts of negligence, errors, mistakes in respect of the Administration of Employee Benefit Programs will together be considered one "act".

This insurance applies to any act which occurs within India, its territories or possessions:

- a. during the Policy Period, provided that the claim is made or action is brought during such Policy Period, or
- b. prior to it's the Policy Period, if the Insured first becomes aware of the same during the period of this insurance and claim is made or action is brought during such period.

Exclusions

The Company shall not be liable to make any payment under any section in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of legal liability arising out of:

- a. Any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, discrimination or humiliation;
- b. Bodily injury to, or sickness, disease or death of any person, including damages for care and loss of services arising therefrom or to injury to or destruction of any tangible property, including the loss of use thereof;
- c. Any claim for failure of performance of contract by any insurer;
- d. Any claim based upon the Insured's failure to comply with any workers compensation, disability benefits or unemployment compensation law or any similar law;
- e. Any claim based upon:
 - failure of any investment program, individual securities or savings program to perform as represented by an Insured;
 - advice given by an Insured in connection with participation or non-participation in stock subscription plans or savings programs;
- f. Any claim out of the failure of the Insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to:
 - 1) the payment of benefits under any Employee Benefit Programs, or
 - 2) the providing, handling or investment of funds related thereto.
- g. Any claim based on the liability of others which is assumed by the Insured under a contract or agreement;
- h. Any claim resulting from personal profit of advantage gained by the Insured without the legal right to the gain;
- i. Any claim for the return of compensation paid to the Insured if a court determines that the payment was illegal;
- j. The liability for taxes, fines or penalties imposed by law on the Insured;
- k. Any claim for benefits that are lawfully paid or payable to a beneficiary from the funds of an Employee Benefit Program;
- l. Any claim that results from not having adequate insurance or bonds to protect the assets of an Employee Benefit Program.

Benefit VI (Advertising Liability)

Scope of Cover

a. The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify the Insured for the amount that the Insured becomes legally liable to pay as damages in respect of "Personal Injury" and/or "Advertising Injury" (as defined hereinafter) occurring within a defined territory, as specified in Part I of the Schedule hereto.

For the purpose of this Benefit:

1. "Personal Injury" shall mean such injury or damage caused by an offence arising out of Insured's business, excluding advertising, publishing, broadcasting or telecasting done by or for the insured;
2. "Advertising Injury" shall mean such injury or damage caused by an offence committed in the course of advertising the Insured's goods, products or services;

Exclusions.

The Company shall not be liable to make any payment under any section in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of legal liability arising out of:

Personal Injury or Advertising Injury:

- (1) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity/inaccuracy;
- (2) Arising out of oral or written publication of material whose first publication took place before the commencement of the Policy Period;
- (3) Arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
- (4) For which the Insured had assumed liability in a contract or agreement.

b. Advertising Injury arising out of:

- (1) Breach of contract, other than alleged misappropriation of advertising ideas under an implied contract or a contract which does not expressly set forth the Insured's rights;
- (2) The failure of goods, products or services to conform with advertised/represented quality or performance;
- (3) The misdescription of the price of goods, products or services; or
- (4) An offence committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.

ENDORSEMENTS

PL IR 1

Industrial Seepage, Pollution and Contamination Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the Insurance under this policy is extended to cover legal liability for Accidents causing Injury or Damage due to seepage, pollution or contamination, where such seepage, pollution or contamination 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.

This extension also includes the payment of reasonable cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances, provided the seepage, pollution or contamination 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 whether a claim has been made or not against the Insured.

This extension does not cover any liability

1. relating to any fines, penalties, punitive or exemplary damages which may or may not form part of the legal liability of the Insured.

It is hereby agreed and declared that Exclusion (xii) under Benefit II of Part II of the Schedule is deleted.

Provided always that all terms and conditions in the policy shall apply to this extension as if they have been incorporated herein.

PL IR 2

Carriage of Effluents (Outside the Premises) Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for Accidents causing Injury or Damage arising out of treated effluents, whilst being carried by pipelines outside the premises insured to the discharge point as declared to the Company and claims made during the policy period.

It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution or contamination risk, howsoever caused, unless specifically covered elsewhere in the policy.

It is hereby agreed and declared that Exclusion (xiii) under Benefit II of Part II of the Schedule is deleted.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.

Provided further, that all terms and conditions in the policy shall apply to this extension as if they have been incorporated herein.

PL IR 3

Transportation Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for Accidents causing Injury or Damage caused by materials/dangerous or Hazardous Substances as per list submitted to the Company, whilst being transported by rail/road/pipeline and claims made during the Policy Period, subject to Limit of Indemnity not exceeding the specific limit within the overall limit in respect of Any one Accident (AOA) or aggregate during the Policy Period (AOY) as mentioned in Part I of the Schedule of the policy.

It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution risk, howsoever caused, unless specifically covered elsewhere in the policy.

It is hereby agreed and declared that Exclusion (xiv) under Benefit II of Part II of the Schedule is deleted.

Provided always that the statutory provisions as may be in force from time to time for carriage of dangerous/ hazardous substances are complied with.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

PL IR 4 Technical Collaborators Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed that this policy is extended to include the legal liability of the Collaborator, as specified in Part I of the Schedule with respect to the Technical Collaboration Agreement between the Insured and the Collaborator. The declarations, all definitions, exclusions, terms, conditions and limit of indemnity of this policy otherwise remain unchanged.

No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against the Insured in an Indian Court. It is further agreed and understood that only Indian Law shall be applicable to actions brought in India against the Insured.

It is hereby agreed and declared that Exclusion (vi) under Benefit II of Part II of the Schedule is deleted.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

PL IR 5 Act Of God Perils Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that this policy is extended to include liability of the Insured that may arise

due to Acts of God, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or any other acts or convulsions of nature and atmospheric disturbances.

It is hereby agreed and declared that Exclusion (iv) under Benefit II of Part II of the Schedule is deleted.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

**PL NI 1 Goods Kept in Custody of Insured Extension
(Applicable to Hotels/ Motels/ Club Houses/ Restaurants/ Boarding Houses)**

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for loss/damage to property of residents/bonafide guests whilst they are under care, control and custody of the Insured in the Premises referred to in Part I of the Schedule, subject to the Limit of Indemnity not exceeding the specific limit within the overall limit in respect of Any One Accident (AOA) or aggregate during policy period (AOY) as mentioned in Part I of the Schedule of the policy.

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of loss or damage to valuables of residents/bonafide guests, unless they are kept in a strong room/cloak room maintained by the Insured for safe keeping and the Insured maintains proper records showing the items deposited therein by each resident/bonafide guest. In no case, the Policy covers loss of monies, securities and documents (including credit cards).

Each claim under this extension shall be subject to an excess of 0.25% of Any One Accident (AOA) Limit of Indemnity specified in the Schedule of the policy subject to a minimum of Rs.1000/- and a maximum of Rs. 1,00,000/-.

It is hereby agreed and declared that Exclusion (viii)(b) under Benefit III of Part II of the Schedule is deleted.

Also provided always that all other terms and conditions of the policy shall apply to this extension as if they have been incorporated herein.

PL NI 2 Food and Beverages Extension

(Applicable to all Non-Industrial Risks Except Shops and Godowns)

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of Insured for death and/or bodily injury and/or loss of or damage to or loss of use of property arising out of poisoning by foreign or deleterious matter in food, beverage and/or any other edible items supplied by the Insured in the Insured's premises, provided always that the Insured shall take every possible precaution to prevent supply of any food/beverage/edible items which are not in good condition or free from contamination or fit for human consumption, subject to Limit of Indemnity not exceeding the specific limit within the overall limit in respect of Any One Accident (AOA) or aggregate during Policy Period (AOY) as mentioned in Part I of the Schedule of the Policy

It is hereby agreed and declared that Exclusion (xv) under Benefit III of Part II of the Schedule is deleted.

Also provided always that all other terms and conditions of the policy shall apply to this extension as if they have been incorporated herein.

PL NI 3 Sports Facilities Extension

(Applicable to Hotels, Motels, Club Houses, Restaurants, Boarding Houses, Schools/ Educational Institutions)

Sports facilities covered by the Insured as listed below:

- 1)
- 2)
- 3)

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the insured for death or bodily injury or loss of or damage to or loss of use of property arising out of use of sports facilities specified above subject to compliance of the conditions that:

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

Subject to Limit of Indemnity not exceeding the specific limit within the overall limit in respect of Any One Accident (AOA) or aggregate during Policy Period (AOY) as mentioned in Part I of the Schedule of the Policy.

It is hereby agreed and declared that Exclusion (xvi) under Benefit III of Part II of the Schedule is deleted.

Also, provided that all other terms and conditions of the Policy shall apply to this extension as if they have been incorporated herein.

PL NI 4 Swimming Pool Extension

(Applicable to all Non-Industrial Risks Except Shops and Godowns)

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property, arising out of accidents (including accidents arising out of contamination of water) in connection with the use of the Swimming Pool in the Insured's Premises, subject to the compliance of the following conditions:

- (i) Swimming Pool is in hygienic condition with regular cleaning/maintenance
- (ii) Sanitary arrangements are proper
- (iii) Life guards/Attendants are on duty when the pools are in use

Subject to Limit of Indemnity not exceeding the specific limit within the overall limit in respect of Any One Accident (AOA) or aggregate during Policy Period (AOY) as mentioned in Part I of the Schedule of the Policy

It is hereby agreed and declared that Exclusion (xvii) under Benefit III of Part II of the Schedule is deleted.

Also provided that all other terms and conditions of the policy shall apply to this extension as if they have been incorporated herein.

PL NI 5 Other facilities Extension

(Applicable to all Non-Industrial Risks Except Shops and Godowns)

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this Policy shall extend to include legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accidents caused by the use of facilities specified hereunder subject to the condition that:

- (i) The premises/places are kept in a state of good repair/maintenance
- (ii) Properly trained personnel take care of operation of such facilities
- (iii) The materials used are proper and free of defects

Specified Facilities

1. -----
2. -----

This extension is subject to the Limit of Indemnity not exceeding the specific limit within the overall limit in respect of Any One Accident (AOA) or aggregate during Policy Period (AOY) as mentioned in Part I of the Schedule of the policy.

It is hereby agreed and declared that Exclusion (xix) under Benefit III of Part II of the Schedule is deleted as regards the facilities specified above.

Also provided that all other terms and conditions of the policy shall apply to this extension as if they have been incorporated herein.

PL NI 7 Acts Of God Perils Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that this policy is extended to include liability of the Insured that may arise due to Acts of God, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or any other acts or convulsions of nature and atmospheric disturbances.

It is hereby agreed and declared that Exclusion (iv) under Benefit III of Part II of the Schedule is deleted.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

PL NI 8 Transportation Extension

Notwithstanding anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accident, directly caused by Hazardous Substances as per list submitted to the Company, whilst being transported by rail/road/pipeline and claims made during the Policy Period subject to Limit of Indemnity not exceeding the specific limit within the overall limit in respect of Any One Accident (AOA) or aggregate during the Policy Period (AOY) as mentioned in Part I of the Schedule of the policy.

It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution risk, howsoever caused, unless specifically covered elsewhere in the policy.

Provided always that the statutory provisions as may be in force from time to time for carriage of Hazardous Substances are complied with.

It is hereby agreed and declared that Exclusion (vi) under Benefit III of Part II of the Schedule is deleted.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

PRL 1 Technical Collaborators Inclusion Clause

In consideration of the payment of additional premium, it is hereby declared and agreed that notwithstanding anything in the within written policy contained to the

contrary, this insurance is extended to include the legal liability of (referred to hereinafter as the "Collaborator", as specified in Part I of the Schedule in terms of the Technical Collaboration Agreement between the Insured and the Collaborator).

No claim shall be payable under this Policy unless the cause of action arises in India and the liability to pay claim is established against the Insured in an Indian Court of law, except for the claims in respect of exports of products covered under the Policy. It is further agreed and understood that Indian law shall be applicable to actions brought in India against the Insured.

It is hereby agreed and declared that the Exclusion (xvi) under Benefit IV of Part II of the Schedule is deleted.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

PRL 2 Limited Vendor's Liability Clause

In consideration of the payment of additional premium, it is hereby declared and agreed that notwithstanding anything in the within written policy contained to the contrary, this insurance is extended to include any person or organisation specified in Part I of the Schedule (hereinafter referred to as "vendor") but only with respect to the distribution or sale in the regular course of the vendor's business of the Insured's products subject to the following additional provisions:

1. The insurance cover hereunder does not apply to -
 - (i) Any expressed warranty or any distribution or sale for a purpose unauthorised by the Insured
 - (ii) Bodily injury or property damage arising out of :
 - a. Any act of the vendor, which changes the condition of the products from the condition in which the vendor received such products.
 - b. Any failure to maintain the product in merchantable condition
 - c. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products
 - d. Products which after distribution or sale by the Insured have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or on behalf of the vendor
 - e. Any fittings and/or manual work additions and alterations of whatsoever nature carried out to the product by the vendor or on behalf of the vendor.
 - (iii) Bodily injury or property damage occurring within the vendor's premises.
2. The insurance cover hereunder does not apply to any person or organisation from whom the Insured has acquired such products or any ingredient, part or container, which is combined with, accompanies or contains the products specified in Part I of the Schedule.

It is hereby agreed and declared that the Exclusion (xiii) under Benefit IV of Part II of the Schedule is deleted.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

PRL 3 North American Jurisdiction Extension Clause

In consideration of the payment of additional premium, it is hereby declared and agreed that notwithstanding anything in the within written policy contained to the contrary, this insurance is extended to indemnify the Insured in respect of any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part).

Such extension is only granted where so stated in the Schedule to the Policy and where a specific amount has been entered against 'Applicable Excess', and where a specific date has been entered against "Retroactive Date" in the Schedule under the heading "North American Jurisdiction". Acceptance by the Insured of this Policy is deemed to be acceptance of the above conditions as precedent to the granting of indemnity hereunder.

In consideration of the granting of such indemnity, the Insured agrees to accept the following terms and exclusions in respect of any such judgment, award or settlement:

1. The indemnity does not apply to awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, compounding of compensatory awards or damages, or in any other form whatsoever.
2. The Company shall not be liable for the amount shown as the Applicable Excess in the Schedule, being the first amount of each and every claim. For the purpose of this sub-clause (2) "claim" shall be deemed to include compensatory awards, claimants' costs, fees and expenses and associated defence costs.
3. The indemnity does not apply to claims arising out of injury and/or damage occurring prior to the Retroactive Date stated in the Schedule under the heading "North American Jurisdiction". Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance and where the Insured and the Company cannot agree when the injury or damage occurred, then:
 - a. Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury;
 - b. Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

It is hereby agreed and declared that Exclusion (xiv) under Benefit IV of Part II of the Schedule is deleted.

Provided always that all other terms, conditions, provisions and exceptions in the policy shall apply to this extension as if they have been incorporated herein.

Limits of Indemnity Extension (applicable to all Benefits, if opted for by the Insured)

In consideration of the payment of additional premium, it is hereby declared and agreed that notwithstanding anything in the within written policy contained to the contrary, the Company will pay on behalf of the Insured the Ultimate Net Loss, which the Insured may become legally obligated to pay as damages because of any or any combination of the underlying coverages as specified in Part I of the Schedule, viz.:

- (a) "Public Liability (act)";
- (b) "Public liability (Industrial)"; or
- (c) "Public liability (Non Industrial)";
- (d) "Product liability";
- (e) "Employers Liability";
- (f) "Advertising Liability";

For the purposes of this Endorsement, "Ultimate Net Loss" shall mean any amount (including Defence Costs) which the Insured may become legally liable to pay in respect of each Benefit opted for, in excess of the Limit of Indemnity applicable to such Benefit as specified in Part I of the Schedule hereto.

Special Conditions:

The Company shall not be obligated to pay any claim or judgment or to defend any action after the applicable Limit of Indemnity as extended by this Endorsement has been exhausted by payment of the Ultimate Net Loss.

The Company's liability for Personal Injury, Property Damage, Advertising Injury or any combination thereof to which this Insurance applies shall only be for the Ultimate Net Loss in excess of the total of the Limits of Indemnity originally applicable in respect of all such Benefits, cumulatively, as specified in Part I of the Schedule.

The number of persons or organizations who are insured under the policy, and the number of claims made or actions brought against any or all such persons, shall not operate to increase the Limits of Indemnity, otherwise than in accordance with the terms specified hereinabove.

In the event of reduction or exhaustion of the aggregate Limits of Indemnity in respect of each Benefit opted for by the Insured, by reason of claims paid or settled by the Company, the Company shall, subject always to the terms and conditions of the policy:

- a. in the event of reduction, pay the Ultimate Net Loss in excess of the reduced underlying Limit of Indemnity, or
- b. in the event of exhaustion, treat the extended Limits made applicable hereunder as the underlying Limits of Indemnity.

GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS UNDER THE POLICY):
Without prejudice to anything contained in this policy, the Company shall not be liable to make any payments in respect of:

- (i) any liability directly or indirectly occasioned by, happening through or in 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;
- (ii) any liability directly or indirectly caused by or contributed to by:
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - In respect of fines, penalties, punitive and /or exemplary damages;
 - arising out of loss, which is of pure financial nature such as loss of goodwill, loss of market share etc.;
- (iii) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation and mental injury, anguish, or shock resulting therefrom;
- (iv) arising out of infringement of any intellectual property rights including copy-right, patent, trade mark, registered design or any trade secrets;
- (v) arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages or arising out of any criminal liabilities;

SPECIAL CONDITIONS (applicable to all Benefits)

1. Indemnity to Others

The indemnity granted hereunder extends, insofar as it may be applicable with due regard to the nature of the Insured's business or occupation, to the legal liability of the following person(s):

- (i) Officials of the Insured's organisation in their business capacity or otherwise during the performance of their duties;
- (ii) The officers and members of the Insured's canteen, social, sports, medical, fire fighting and welfare departments/groups in their respective capacities as such;
- (iii) Personal representatives of the estate of any person who would otherwise be indemnified under this policy but only in respect of legal liability actually incurred by such person.

Provided always that all such persons or parties, as specified above, shall observe, fulfil and be subject to the terms, conditions and exclusions of this policy as though they were themselves the Insured.

2. Cross Liabilities

Each person or party indemnified hereunder is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured)

subject to Company's total liability not exceeding the Limits of Indemnity specified in Part I of the Schedule.

3. Defence Costs

The Company will pay all costs, fees and expenses incurred with its prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity under the policy.

4. Limits of Indemnity

Company's total liability to pay compensation, claimant's costs, fees and expenses and Defence Costs shall not exceed the Limit of Indemnity specified in Part I of the Schedule. The Limit of Indemnity for Any One Accident applies to any one claim or series of claims arising from one originating cause. The Limit of Indemnity for Any One Year shall represent the total amount of Company's liability during the Policy Period.

5. Compulsory Excess

The Insured shall bear (as Compulsory Excess) the amount or percentage of the Limit of Indemnity per any one accident so stipulated in Part I of the Schedule to the policy. This Compulsory Excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims, inclusive of Defence Costs arising out of any one accident. The Company's liability shall attach for the claim in excess of such Compulsory Excess (and voluntary excess, if any, opted by the Insured).

6. Voluntary Excess

In the event of the Insured opting for the same, the policy shall be subject to voluntary excess as mentioned in Part I of the schedule. This voluntary excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims inclusive of defence costs arising out of any one accident. The Company's liability shall attach for the claims in excess of such compulsory and voluntary excess.

7. Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 3 months from the date of admission of liability or order of court of competent jurisdiction unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. Policy Related Terms and Conditions

- (i) The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which is covered under the policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all

documents relating to the event shall be forwarded to the Company immediately after they are received by the Insured.

Should the Insured notify the Company during the Policy period in accordance with the terms and conditions hereunder of any specific event or circumstance which the Company accepts may give rise to a claim or claims which are covered under the Policy, then the acceptance of such notification means that the Company will deem such claim or claims to have been made against the Insured during the Policy period, provided such claim / claims actually arise within a period of 3 years commencing from the date of acceptance of such notification.

- (ii) In the event of non-renewal or cancellation of this policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the Period of Insurance but claims thereof did not arise during the Policy Period, provided, however, all claims made during the extended reporting period shall be deemed to have been made on the last day of the expiring Policy Period and are subject to the Limits of Indemnity and the terms, conditions and exceptions of the policy.
- (iii) A Claims Series Event as defined below shall be deemed to be one claim and date of loss shall be the date when the first claim of the Claims Series Event is made in writing against the Insured.

A Claims Series Event shall be defined as a series of two or more claims arising from one specific common cause which is attributable, e.g.

- a) to the same fault in design, manufacture, instructions for use or labelling of products
- b) or to the supply of the same products and/or services or to products and/or service showing the same defect.

There shall, however, be no coverage for claims arising from one specific cause which are made later than 3 years after the first claim of the series.

- (iv) The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when the Policy was effected and the Company may amend the terms of this Policy according to the materiality of such change.
- (v) No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.
- (vi) The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim, may relinquish the same. All amounts expended by the Company in the defence settlement or payment of any claim will reduce the Limit of Indemnity specified in Part I of the Schedule.

In the event the Company, in its sole discretion, chooses to exercise its right in pursuance of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations under this Policy would have been had it not exercised its rights under this condition.

- (vii) If in the event of a claim under this Policy, there be any other insurance(s) effected by the Insured or any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.
- (viii) The Company may at any time pay to the Insured in connection with any claim or series of claims under the Policy, to which the Limit of Indemnity applies, the amount of such Limit of Indemnity (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment and/or settlement being made, the Company shall relinquish the conduct and control of, and be under no further liability in connection with, such claims.
- (ix) The Insured shall keep accurate records of annual turnover, which shall include all leviable duties and at the time of renewal of insurance(s), declare such details as the Company may require. The Company shall at all reasonable times have free access to inspect such records.
- (x) In the event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per Any One Year under the Policy shall get reduced by the extent of quantum of liability paid or to be paid in respect of such claim. Under no circumstances shall the Company be obligated to reinstate the Limit of Indemnity to the original level, even on payment of extra premium, unless otherwise agreed and consented to by the Company.
- (xi) The Company may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Insured's last known address and in such an event, the Company will return the pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired part of the Insurance.

The Policy may also be cancelled by the Insured by giving thirty days' notice in writing to the Company, in which event the Company will retain premium at short- period scale provided there is no claim under the Policy during the Period of Insurance.

9. Basis of Assessment of Claims

- (i) The basis of assessment of claim shall be the award given by the appropriate authority under the Act.
- (ii) **Claim Procedures:**
 - The procedure for lodging the claim shall be as under:
 - (a) On the occurrence of any Accident, whether or not the Insured receives any notice of an alleged claim / complaint, the Insured shall duly inform the Company in the manner prescribed in the 'Incident Reporting Form', detailing the Accident.
 - (b) The Insured shall, upon receipt of any notice of an alleged claim / complaint from appropriate authority, forthwith furnish the same to the Company in the manner detailed in the 'Claim Application Form'. The Insured shall also furnish the copies of such documents, as prescribed by the rules, which are submitted and forwarded by the appropriate authority and/or any proposed responses, if any, by the Insured to the appropriate authorities.

- (c) Upon the affixing of any legal liability upon the Insured in terms of an award of the appropriate authority, the Insured shall forthwith submit a duly filled 'Claim Settlement Form', detailing the liability accrued and the Defence Costs, if any together with any other information that the Company may require or as specified in the 'Claim Settlement Form'.
- (d) The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs, evidence and information with respect to the claim (verified by statutory declaration, if so required) and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.
- (e) Subject to applicable law, rule, regulation or notification in this behalf, the Company hereby reserves the right as provided hereafter:
- No claim in respect of loss equal to or exceeding twenty thousand rupees in value on the policy shall be admitted for payment or settled by the Company unless the Company has been given a report on the occurrence of the loss and extent of the loss, from a person who holds a license to act as a Surveyor or loss assessor, under the Insurance Act, 1938, and appointed by the Company for the purpose.
- Provided that nothing hereinabove shall be deemed to take away or abridge the right of the Company to pay or to settle any claim at any amount different from the amount assessed by the Surveyor or loss assessor.
- (f) The Insured shall furnish the forms duly completed together with:
- (i) all material documents, as specified therein or as requested by the Company or otherwise;
 - (ii) particulars of all other insurance, if any

No claim under this policy shall be payable unless the terms of this condition have been complied with.

PART III OF THE SCHEDULE

Standard Terms and Conditions

1. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss, or damage that may give rise to the claim.

3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

4. Material change

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

6. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

8. Special Provisions

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however, in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

11. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the policy the Insured shall:

- (i) Forthwith file/submit a Claim Form in accordance with Claim Procedure Clause as provided in Part II of the Schedule.
- (ii) Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per the Right to Inspect Clause as provided in this Part.

- (iii) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under Rights of the Company On Happening Of Loss Or Damage Clause as provided in this Part.
- (iv) Not abandon the insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the policy documents, all benefits under the policy shall be forfeited, at the option of the Company.

12. Rights of the Company on happening of loss or damage:

On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the Company may:

- (i) enter and/or take possession of the insured property, where the loss or damage has happened
- (ii) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- (iii) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same; and,
- (iv) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the Company.

13. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the policy.

14. Position after a claim

The Insured shall not be entitled to abandon any insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.

15. Subrogation

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

16. Contribution

If at the time of the happening of any loss or damage covered by this policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

17. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

18. Cancellation/termination

The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his 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. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall cancel the policy from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales.

19. Cause of Action/ Currency for payments

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian Rupees only.

20. Policy Disputes

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 Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai 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.

21. Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

22. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited
ICICI Bank Towers
Bandra Kurla Complex
Mumbai 400 051

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

23. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

24. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.