



general insurance

Bharti AXA General Insurance Company Limited

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POLICY WORDINGS

Commercial General Liability Policy

Please note that several provisions in this Policy confine the coverage. The **Insured** is/are requested to read the entire document carefully to understand the coverages, exceptions, rights and duties. Also, certain words and phrases that appear in italics type have special meaning and have been defined in Section E.

Relying upon the completeness and accuracy of the statements and disclosures in the Proposal and in consideration of the payment of premium as due by the **Insured**, and subject to the terms, provisions, limitations, conditions and exclusions of this Policy, Bharti AXA General Insurance Company Ltd. (hereinafter referred to as "the Company") agrees to indemnify the **Insured** in excess of the amount of the Retention and subject to the Limits of Insurance, against such loss as is herein provided.

1. Section A - Coverages

Coverage I - **Bodily Injury and Property Damage** Liability

1. Insuring Agreement

a) The Company will pay those sums that the **Insured** becomes legally liable to pay as damages because of **bodily injury or property damage** to which this insurance applies. The Company will have the right and duty to defend the **Insured** against any **suit** seeking those damages. However, the Company will have no duty to defend the **Insured** against any **suit** seeking damages for **bodily injury or property damage** to which this insurance does not apply. The Company may, at its discretion, investigate any **occurrence** and settle any claim or suit that may result. However:

- i. The amount that the Company will pay for damages is limited as described in Section C - Limits of Insurance; and
- ii. The Company's right and duty to defend ends on its having used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages I or II or medical expenses under Coverage III.
- iii. The Company's duty to defend applies only in those countries in the **coverage territory** where the laws of the territory permit it to defend. In those countries in the **coverage territory** where the laws of the territory do not permit it to defend, the Company will reimburse the **Insured** for the defense costs, subject to the Company's prior authorization in writing.

No other liability to pay sums or perform acts or services is covered unless clearly provided for under Supplementary Payments - Coverages I and II.

b) This insurance applies to **bodily injury and property damage** only if:

- i. The bodily injury or property damage is caused by an occurrence that takes place in the coverage territory;

- ii The bodily injury or property damage occurs during the Policy period, and
- iii Any claim or suit is made or brought in the coverage territory.
- c) Damages because of bodily injury include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the bodily injury.

2. Exclusions

This insurance does not apply to:

- a) Aircraft, Auto or Watercraft

Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft **auto** or water craft owned or operated by or rented or loaned to any **Insured**. Use includes operation and **loading or unloading**.

This exclusion does not apply to:

- i. A water craft while ashore on premises owned or rented by the **Insured**;
 - ii. A water craft not owned by the **Insured** that is:
 - a) less than 50 feet long; and
 - b) not being used to carry persons or property for a charge.
 - iii. Parking an **auto** on, or on the ways next to, premises owned or rented by the **Insured**, provided the **auto** is not owned by or rented or loaned to the **Insured**;
 - iv) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
 - v) **Bodily injury or property damage** arising out of the operation of any of the equipment listed in Paragraph f (2) or f (3) of the definition of **mobile equipment**.
- b) Asbestos , Silica

Bodily injury or property damage, arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos and/or silica products, asbestos and/or silica fibres or asbestos and/or silica dust, or to any liability of the Insured to indemnify any party because of damages arising out of such bodily injury or property damage as a result of manufacture of, mining of, use of, sale of, installation of removal of, distribution of, or exposure to asbestos and or silica products, asbestos and/or silica fibres or asbestos and/or dust.

- c) Contractual Liability

Bodily injury or property damage which the Insured is liable to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- i) That the Insured would have in the absence of the contract or agreement; or
- ii) Assumed in a contract or agreement that is an insured contract, provided the bodily injury or property damage occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an insured contract, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of bodily injury or property damage, provided:
 - a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same insured contract; and
 - b. Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute

resolution proceeding in which damages to which this insurance applies are claimed.

d) Damage to Impaired Property or Property Not Physically Injured

Property damage to impaired property or property that has not been physically injured, arising out of:

- i) a defect, deficiency inadequacy or dangerous condition in Insured's product or Insured's work; or
- ii) a delay or failure by the Insured or anyone acting on the Insured's behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to Insured's product or Insured's work after it has been put to its intended use.

e) Damage to **Insured's product**

Property damage to Insured's product arising out of it or any part of it.

f) Damage to Insured's work.

Property damage to Insured's work arising out of it or any part of it and included in the products-completed operations hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Insured's behalf by a subcontractor.

g) Damage to Property

Property damage to:

- i) Property owned, rented, or occupied by the **Insured**;
- ii) Premises sod, given away or abandoned by the Insured, if the property damage arises out of any part of those premises;
- iii) Property loaned to the **Insured**;
- iv) Personal property in the care, custody or control of the Insured;
- v) That particular part of real property on which the Insured or any of their contractors or subcontractors working directly or indirectly on their behalf are performing operations, if the property damage arises out of those operations; or
- vi) That particular part of any property that must be restored repaired or replaced because Insured's work was incorrectly performed on it.

Paragraphs (i), (iii) and (iv) of this exclusion do not apply to property damage (other than damage by fire) to premises, including the contents of such premises, rented to the Insured for a period of seven or fewer consecutive days. A separate limit of insurance applies to damage to premises rented to the Insured as described in Section C - Limits of Insurance.

Paragraph (ii) of this exclusion does not apply if the premises are Insured's work and were never occupied, rented or held for rental by the Insured.

Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (vi) of this exclusion does not apply to property damage included in the **products-completed operations hazard**.

h) Employer's Liability

Bodily injury to:

- i) An employee of the Insured arising out of and in the course of:
 - a. Employment by the Insured; or
 - b. Performing duties related to the conduct of the Insured's business; or
- ii) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (i) above.

This exclusion applies;

- i) Whether the Insured may be liable as an employer or in any other capacity; and
- ii) To any liability to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the Insured under an insured contract.

i) **Employment-Related Practices Bodily injury to:**

- i) a person arising out of any:
 - a. Refusal to employ that person
 - b. Termination of that person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- ii) the spouse, child, parent, brother or sister of that person as a consequence of bodily injury to that person at whom any of the employment related practices described in paragraphs a., b. or c. above is directed.

This exclusion applies:

- i) whether the Insured may be liable as an employer or in any other capacity; and
- ii) to any liability to share damages with or repay someone else who must pay damages because of the injury.

j) **Expected or Intended Injury**

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.

k) **Liquor Liability**

Bodily injury or property damage for which any **Insured** may be held liable by reason of:

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

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

l) **Mobile equipment**

Bodily injury or property damage arising out of:

- i) The transportation of mobile equipment by an auto owned or operated by or rented or loaned to any Insured; or
- ii) The use of mobile equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

m) Nuclear

This Policy does not cover liability for claims arising out of, directly or indirectly caused by or contributed to by

- i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

n) Personal and advertising injury

Bodily injury arising out of personal and advertising injury.

o) Pollution

- i) Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this sub paragraph does not apply to:
 - i. Bodily injury if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat that building;
 - ii. Bodily injury or property damage for which the Insured may be held liable, if the Insured is a contractor and the owner or lessee of such premises, site or location has been added to the Insured's policy as an additional Insured with respect to the Insured's ongoing operations performed for that additional Insured at that premises, site or location and such premises, site or location is not or never was owned or occupied by, or rented or loaned to, any Insured, other than that additional Insured; or
 - iii. Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire;
 - b. At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom the Insured may be legally responsible; or
 - d. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor. However, this sub paragraph does not apply to:
 - i. Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Insured, contractor or subcontractor;

ii. Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by the Insured or on the Insured's behalf by a contractor or subcontractor; or

iii. Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire

e. At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

(ii) Any loss, cost or expense arising out of any:

a. Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

However, this paragraph does not apply to liability for damages because of property damage that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority.

p) Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

i) Insured's product;

ii) Insured's work; or

iii) Impaired property;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

q) War

Bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion factional civil commotion, terrorism, military or usurped power, rebellion or revolution.

r) Workers' Compensation Act and other similar Laws

Any liability of the Insured under Workmen's Compensation Act or any similar law.

Exclusions (a), (d) through (h), (k), (l) and (o) through (r) do not apply to damage by fire to premises while rented to the Insured or temporarily occupied by the Insured with permission of the owner. A separate limit of insurance applies to this coverage as described in Section C - Limits of Insurance.

Coverage II - **Personal and Advertising Injury** Liability

1) **Insuring Agreement**

a) The Company will pay those sums that the Insured becomes legally liable to pay as damages because of personal

and advertising injury to which this insurance applies. The Company will have the right and duty to defend the Insured against any suit seeking those damages. However, the Company will have no duty to defend the Insured against any suit seeking damages for personal and advertising injury to which this insurance does not apply. The Company may, at its discretion, investigate any offence and settle any claim or suit that may result. But:

- i) The amount the Company will pay for damages is limited as described in Section C - Limits Of Insurance; and
- ii) The Company's right and duty to defend will end when it would have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages I or II or medical expenses under Coverage III.
- iii) The Company's duty to defend applies only in those countries in the coverage territory where the laws of the territory permit it to defend. In those countries in the coverage territory where the laws of the territory do not permit it to defend, the Company will reimburse the Insured for Insured's defense costs, subject to the Company's prior authorization in writing.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages I and II.

- b) This insurance applies to personal and advertising injury caused by an offence arising out of Insured's business, but only if the offence was committed in the coverage territory during the Policy period. Any claim or suit must be made or brought in the coverage territory.

2) Exclusions

This insurance does not apply to:

- a) Personal and advertising injury:
 - i) Caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury;
 - ii) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
 - iii) Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy period;
 - iv) Arising out of a criminal act committed by or at the direction of any Insured;
 - v) For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability or damages that the Insured would have in the absence of the contract or agreement;
 - vi) Arising out of a breach of contract, except an implied contract to use another's advertising idea in Insured's advertisement;
 - vii) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in Insured's advertisement,
 - viii) Arising out of the wrong description of the price of goods, products or services stated in Insured's advertisement;
 - ix) Committed by an Insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 15.a, b and c. of personal and **advertising injury** under the Definitions Section;
 - x) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time;
 - xi) Arising out of the manufacture of mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos and/or silica products, asbestos and or silica fibres or asbestos and/or silica dust, or to any obligation of the Insured to indemnify any party because of damages arising out of the manufacture of mining of

use of, sale of, installation of, removal of, distribution of, or exposure to asbestos and/or silica products, asbestos and/or silica fibres or asbestos and/or silica dust; or

xii) Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, terrorism, military or usurped power, rebellion or revolution.

xiii) a) To a person arising out of any:

i. Refusal to employ that person:

ii. Termination of that person's employment; or

iii. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

b) The spouse, child, parent, brother or sister of that person as a consequence of bodily injury to that person at whom any of the employment related practices describe in paragraphs (i), (ii) or (iii) above is directed.

This exclusion (xiii) applies whether the Insured may be liable as an employer or in any other capacity; and to any liability to share damages with or repay someone else who must pay damages because of the injury.

b) Any loss, cost or expense arising out of any:

i) Request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

ii) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

Coverage III Medical Payments

1) Insuring Agreement

a) The Company will pay medical expenses as described below for bodily injury caused by an accident:

i) On premises owned or rented by the Insured;

ii) On ways next to premises owned or rented by the Insured; or

iii) Because of Insured's operations;

Provided that:

i) The accident takes place in the coverage territory and during the Policy period;

ii) The expenses are incurred and reported to the Company within thirty days of the date of the accident; and

iii) The injured person submits to examination, at the Company's expense, by physicians of the Company's choice as often as the Company reasonably requires.

b) The Company will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. The Company will pay reasonable expenses for:

i) First aid administered at the time of an accident;

ii) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

iii) Necessary ambulance, hospital, professional nursing and funeral services.

2) Exclusions

The Company will not pay expenses for bodily injury:

- a) To any **Insured**.
- b) To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- c) To a person injured on that part of premises owned or rented by the Insured that the person normally occupies.
- d) To a person, whether or not an employee of any Insured, if benefits for the bodily injury are payable or must be provided under Workmen's Compensation Act or similar other Law.
- e) To a person injured while taking part in athletics.
- f) Included within the products-completed operations hazard.
- g) Excluded under Coverage I.
- h) Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, terrorism, military or usurped power, rebellion or revolution.

Supplementary Payments - Coverages I and II

1. The Company will pay, with respect to any claim it investigates or settles or any suit against an Insured it defends:
 - a. All expenses incurred by the Company.
 - b. Up to Rs.15,000/- or equivalent thereof for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. The Company does not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Company does not have to furnish these bonds.
 - d. All reasonable expenses incurred by the Insured at the Company's request to assist it in the investigation or defense of the claim or suit, including actual loss of earnings up to Rs.15,000/- a day because of time off from work.
 - e. All costs assessed or taxed against the Insured in the suit.
 - f. Prejudgement interest awarded against the Insured on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of insurance, it will not pay any prejudgement interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If the Company defends an Insured against a suit and an indemnitee of the Insured is also named as a party to the suit, the Company will defend that indemnitee if all of the following conditions are met:
 - a. The suit against the indemnitee seeks damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an insured contract;
 - b. This insurance applies to such liability assumed by the Insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the

same insured contract;

- d. The allegations in the suit and the information the Company knows about the occurrence are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
- e. The indemnitee and the Insured ask the Company to conduct and control the defense of that indemnitee against such suit and agree that the Company can assign the same counsel to defend the Insured and the indemnitee; and
- f. The indemnitee:
 - 1) Agrees in writing to:
 - a) Co-operate with the Company in the investigation, settlement or defense of the suit;
 - b) Immediately send to the Company copies of any demands, notices, summonses or legal papers received in connection with the suit;
 - c) Notify any other insurer whose coverage is available to the indemnitee; and
 - d) Co-operate with the Company with respect to coordinating other applicable insurance available to the indemnitee; and
 - 2) Provides the Company with written authorization to:
 - a) Obtain records and other information related to the suit; and
 - b) Conduct and control the defense of the indemnitee in such suit.

So long as the above conditions are met, legal fees incurred by the Company in the defense of that indemnitee, necessary litigation expenses incurred by the Company and necessary litigation expenses incurred by the indemnitee at the Company's request will be paid as Supplementary Payments. Notwithstanding the provisions of Exclusion (c) (ii) of Section A - Coverage I - Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for bodily injury and property damage and will not reduce the limits of insurance.

The Company's obligation to defend an Insured indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- i) It has used up the applicable limit of insurance in the payment of judgments or settlements; or
- ii) The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

Section B - Who is an Insured

1. If one is designated in the Declarations as:
 - a. An individual, his/her spouse are 'Insured', but only with respect to the conduct of a business of which he/she is the sole owner.
 - b. A partnership or joint venture is an 'Insured'. Insured's members, partners, and their spouses are also 'Insured', but only with respect to the conduct of Insured's business.
 - c. An organization other than a partnership or a joint venture is an 'Insured'. Its executive officers and directors are 'Insured', but only with respect to their duties as Insured's officers or directors. Insured's stockholders are also 'Insured', but only with respect to their liability as stockholders, with respect to the conduct of Insured's business.
2. Each of the following is also an **Insured**:

- a. Insured's employees, other than either executive officers (if the Insured is an organization other than a partnership, or joint venture) but only for acts within the scope of their employment by the Insured or while performing duties related to the conduct of Insured's business. However, none of these employees is an Insured for:
 - 1) Bodily injury or personal and advertising injury:
 - a) To the Insured, to the Insured's partners or members (if the Insured is a partnership or joint venture), or to a co-employee while that co-employee is either in the course of his or her employment or while performing duties related to the conduct of the Insured's business;
 - b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of Paragraph (1)(a) above;
 - c) For which there is any liability to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - d) Arising out of his or her providing or failing to provide professional health care services.
 - 2) **Property damage** to property:
 - a) Owned, occupied or used by,
 - b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

the Insured, any of the Insured's employees, any partner or member (if the Insured is a partnership or joint venture), or any member
 - b. Any person (other than the Insured's employee) or any organization while acting as the Insured's real estate manager.
 - c. Any person or organization having proper temporary custody of the Insured's property if the Insured dies, but only:
 - 1) With respect to liability arising out of the maintenance or use of that property; and
 - 2) Until the Insured's legal representative has been appointed.
 - d. Insured's legal representative if the Insured dies, but only with respect to duties as such. That representative will have all the rights of the Insured and duties under this Coverage Part.
3. With respect to mobile equipment registered in the Insured's name under any motor vehicle registration law, any person is an Insured while driving such equipment along a public highway with the Insured's permission. Any other person or organization responsible for the conduct of such person is also an Insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an Insured with respect to:
- a. Bodily injury to a co-employee of the person driving the equipment; or
 - b. Property damage to property owned by, rented to, in the charge of or occupied by the Insured or the employer of any person who is an Insured under this provision.
4. Any organization newly acquired or formed, other than a partnership, or joint venture, and over which the Insured maintains ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after the Insured acquires or forms the organization or the end of the Policy period, whichever is earlier;
 - b. Coverage I does not apply to bodily injury or property damage that occurred before the Insured acquired or formed the organization; and

- c. Coverage II does not apply to personal and advertising injury arising out of an offence committed before the Insured acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations.

Section C Limits of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the maximum the Company will pay regardless of the number of:
 - a) Insured;
 - b) Claims made or suits brought; or
 - c) Persons or organizations making claims or bringing suits.
2. The Master Control Program Aggregate is the maximum the Company will pay for the sum of damages paid under this Policy and any local underlying policy. The Insured will reimburse the Company within thirty (30) days of its request for any payment it makes under this Policy or any local underlying policy for damages or expenses after the Master Control Program Aggregate is exhausted.
3. Subject to 2. above, the General Aggregate Limit is the maximum the Company will pay for the sum of:
 - a) Medical expenses under Coverage III;
 - b) Damages under Coverage I, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
 - c) Damages under Coverage II.
4. Subject to 2. above, the Products-Completed Operations Aggregate Limit is the maximum the Company will pay under Coverage I for damages because of bodily injury and property damage included in the products-completed operations hazard
5. Subject to 3. above, the Personal and Advertising Injury Limit is the maximum the Company will pay under Coverage I for the sum of all damages because of all personal and advertising injury sustained by any one person or organization.
6. Subject to 3. or 4. above, whichever applies, the each Occurrence limit is the maximum the Company will pay for the sum of:
 - a) Damages under Coverage I; and
 - b) Medical expenses under Coverage II because of all bodily injury and property damage arising out of any one occurrence.
7. Subject to 6. above, the "Damage to premises rented to the Insured" Limit is the maximum the Company will pay under Coverage I for damages because of property damage to any one premises, while rented to the Insured, or in the case of damage by fire, while rented to the Insured or temporarily occupied by the Insured with permission of the owner.
8. Subject to 6. above, the Medical Expense Limit is the maximum the Company will pay under Coverage III for all medical expenses because of bodily injury sustained by any one person.
9. All payments made under any local policy issued to the Insured by the Company or any other insurance company will reduce the Limits of Insurance of this Policy.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy period shown in the Declarations, unless the Policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Section D General Conditions

1. Bankruptcy insolvency of the Insured or of the Insured's estate will not relieve the Company of its obligations under this Coverage.

2. Obligations in the event of occurrence, offence, claim or suit

a) The Insured must see to it that the Company is notified as soon as practicable of an occurrence or offence which may result in a claim. To the extent possible, notice should include:

- a) How, when and where the occurrence or offence took place;
- b) The names and addresses of any injured persons and witnesses; and
- c) The nature and location of any injury or damage arising out of the occurrence or offence.

Notice of an occurrence or offence is not notice of a claim.

b) If a claim is received by any Insured, he/she/they must:

- a) Immediately record the specifics of the claim and the date received; and
- b) Notify the Company as soon as practicable.

The Insured must see to it that the Company receives a written notice of the claim as soon as practicable.

c) The Named Insured and any other involved Insured must:

- a) Immediately send to the Company copies of any demands, notices, summonses or legal papers received in connection with the claim or a suit;
- b) Authorize the Insured to obtain records and other information;
- c) Co-operate with the Company in the investigation or settlement of the claim or defense against the suit; and
- d) Assist the Company, upon its request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d) No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Company's consent in writing.

3. No person or organization has a right under this Coverage to join the Company as a party or otherwise bring the Company into a suit asking for damages from an Insured; or to sue the Company on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue the Company to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but the Company will not be liable for damages that are not payable under the terms of this Coverage or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by the Company, the Insured and the claimant or the claimant's legal representative.

4. If other valid and collectible insurance is available to the Insured for a loss the Company covers under Coverages I or II of this Coverage Part, the Company's obligations are limited as follows:

a) Primary Insurance - This insurance is primary except when (b) below applies. If this insurance is primary, the

Company's obligations are not affected unless any of the other insurance is also primary. Then, the Company will share with all that other insurance by the method described in (c) below.

b) Excess Insurance - This insurance is excess over:

- 1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - a. That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for Insured's work;
 - b. That is Fire insurance for premises rented to the Insured or temporarily occupied by the Insured with permission of the owner;
 - c. That is insurance purchased by the Insured to cover his/her/their liability as a tenant for property damage to premises rented to the Insured or temporarily occupied by the Insured with permission of the owner; or
 - d. If the loss arises out of the maintenance or use of aircraft, autos or watercraft to the extent not subject to Exclusion of Section A - Coverage I Bodily Injury and Property Damage Liability.
- 2) Any other primary insurance available to the Insured covering liability for damages arising out of the premises or operations for which the Insured has been added as an additional Insured by attachment of an endorsement; or
- 3) Any of the other insurance or the Insured's self-insurance plan that covers a loss on the same basis.

When this insurance is excess, the Company will have no duty under Coverages I or II to defend the Insured against any suit if any other insurer has a duty to defend the Insured against that suit. If no other insurer defends, the Company will undertake to do so, but the Company will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, the Company will pay only its share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

The Company will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c) Method of Sharing

If all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. The Company will compute all premiums for this Coverage Part in accordance with its rules and rates. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each Policy period the Company will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the Policy period is greater than the earned premium, the Company will return the excess to the first Named Insured. The first Named Insured must keep records of the information the Company needs for premium computation, and send to the Company copies at such times as it may request.
6. By accepting this Policy, the Insured agrees that:

- a) The statements in the Declarations are accurate and complete;
 - b) Those statements are based upon representations the Insured made to the Company; and
 - c) The Company has issued this Policy in reliance upon the Insured's representations.
7. Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
- a) As if each Named Insured were the only Named Insured; and
 - b) Separately to each Insured against whom claim is made or suit is brought.
8. If the Insured has rights to recover all or part of any payment the Company has made under this Coverage Part, those rights are transferred to the Company. The Insured must do nothing after loss to impair them. At the Company's request, the Insured will bring suit or transfer those rights to the Company and help it to enforce them.
9. If the Company decides not to renew this Coverage, it will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Cancellation

- a) The Company may cancel this Policy by giving 30 days written notice of such cancellation to the last known address of the first Named Insured and in such event the Company will return a pro-rata portion of the premium (subject to retaining the minimum premium prescribed under the Policy) for the unexpired Policy Period.
 - b) This Policy may also be cancelled by the first Named Insured shown in the Declarations by giving 30 days written notice to the Company in which event the Company will retain premium at the customary short period scale, provided that there has been no claim under the Policy during the Policy Period in which case no refund of premium shall be allowed.
 - c) The payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.
11. This Policy contains all the agreements between the Insured and the Company concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with the Company's consent. This Policy's terms can be amended or waived only by endorsement issued by the Company and made a part of this Policy.
12. The Company may examine and audit the Insured's books and records as they relate to this Policy at any time during the Policy period and up to three years afterward.
13. The Company has the right to:

- a) make inspections and surveys at any time;
- b) give to the Insured reports on the conditions the Company finds; and
- c) recommend changes.

The Company is not obligated to make any inspections, surveys, reports or recommendations, and such actions the Company does make relate only to insurability and the premiums to be charged. The Company does not make safety inspections. It does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And, it also does not warrant that conditions:

- a) are safe or healthful; or
- b) comply with laws, regulations, codes or standards.

Condition 13 applies not only to the Company, but also to any rating, advisory, rate service or similar or other organization which makes insurance inspections, surveys, reports or recommendations.

The second paragraph of this condition does not apply to any inspections, surveys, reports or recommendations the Company may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

14. The first Named Insured shown in the Declarations is responsible for the payment of all premiums; and will be the payee for any return premiums the Company pays.
15. The Insured's rights and duties under this Policy may not be transferred without the Company's written consent except in the case of death of an individual Named Insured.

If the Insured dies, his/her rights and duties will be transferred to his/her legal representative, but only while acting within the scope of duties as his/her legal representative. Until his/her legal representative is appointed, anyone having proper temporary custody of the Insured's property will have the Insured's right and duties, but only with respect to that property.

16. Arbitration

- a) Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).
- b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.
- c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.
- d) The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.
- e) It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.
- f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

17. Any interpretation of this Policy relating to its construction, validity or operation shall be made in accordance with Indian law.

Section E - Definitions

1. Advertisement means a notice that is broadcast or published to the general public or specific market segments about Insured's goods, products or services for the purpose of attracting customers or supporters.
2. Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But auto does not include mobile equipment.

3. Bodily injury means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. Coverage territory means anywhere in the world, including International waters or airspace.
5. Employee includes a leased worker. Employee does not include a temporary worker.
6. Executive officer means a person holding any of the officer positions created by Insured's charter, constitution, by-laws or any other similar governing document.
7. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
8. Impaired property means tangible property, other than Insured's product or Insured's work, that cannot be used or is less useful because:
 - a) it incorporates Insured's product or Insured's work that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b) the Insured has failed to fulfil the terms of a contract or agreement; if such property can be restored to use by:
 - 1) The repair, replacement, adjustment or removal of Insured's product or Insured's work; or
 - 2) Insured's fulfilling the terms of the contract or agreement.
9. Insured refers to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The word Insured means any person or organization qualifying as such under Section B - Who Is an Insured.
10. Insured contract means:
 - a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the Insured or temporarily occupied by the Insured with permission of the owner is not an insured contract;
 - b) A sidetrack agreement;
 - c) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e) An elevator maintenance agreement;
 - f) That part of any other contract or agreement pertaining to the Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Insured assumes the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f) does not include that part of any contract or agreement:

- 1) That indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- 2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
or

3) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

11. Leased worker means a person leased to the Insured by a labour-leasing firm under an agreement between the Insured and the labour-leasing firm, to perform duties related to the conduct of the Insured's business. Leased worker does not include a temporary worker.

12. Loading or unloading means the handling of property:

a) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or auto;

b) While it is in or on an aircraft, watercraft or auto; or

c) While it is being moved from an aircraft, watercraft or auto to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or auto.

13. Local underlying policy means a primary policy effective on or after the inception of this Policy which has been issued at the Company's direction or coordinated by the Company specifically for this insurance program.

14. Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b) Vehicles maintained for use solely on or next to premises owned or rented by the Insured;

c) Vehicles that travel on crawler treads;

d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

1) Power cranes, shovels, loaders, diggers or drills; or

2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e) Vehicles not described in a), b), c), or d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

2) Cherry pickers and similar devices used to raise or lower workers;

f) Vehicles not described in a), b), c), or d) above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered autos:

1) Equipment designed primarily for:

a) Snow removal;

b) Road maintenance, but not construction or resurfacing; or

c) Street cleaning;

2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

15. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

16. Personal and advertising injury means injury, including consequential bodily injury, arising out of one or more of the following offences:
- a) False arrest, detention or imprisonment;
 - b) Malicious prosecution;
 - c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e) Oral or written publication of material that violates a person's right of privacy;
 - f) The use of another's advertising idea in Insured's advertisement; or
 - g) Infringing upon another's copyright, trade dress or slogan in Insured's advertisement.
17. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
18. Products-completed operations hazard:
- a) Includes all bodily injury and property damage occurring away from premises owned or rented by the Insured and arising out of Insured's product or Insured's work except:
 - 1) Products that are still in the Insured's physical possession; or
 - 2) Work that has not yet been completed or abandoned. However, Insured's work will be deemed completed at the earliest of the following times:
 - a) When all of the work called for in the Insured's contract has been completed.
 - b) When all of the work to be done at the job site has been completed if the Insured's contract calls for work at more than one job site.
 - c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b) Does not include bodily injury or property damage arising out of:
 - 1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Insured, and that condition was created by the loading or unloading of that vehicle by any Insured;
 - 2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - 3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
19. Property damage means:
- a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
20. Suit means a civil proceeding in which damages because of bodily injury, property damage or personal and advertising injury to which this insurance applies are alleged. Suit includes:
- a) An arbitration proceeding in which such damages claimed and to which the Insured must submit or does submit with the Company's consent; or
 - b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with the Company's consent.
21. Temporary worker means a person who is furnished to the Insured to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

22. Terrorism means the unlawful use of violence against persons or property to further political objectives, and which is intended to intimidate or coerce a government, individuals or persons to modify their behaviour or policies, or an act which is verified by the Government of India as an act of terrorism. Terrorism does not include:

- a) Any act of violence directed at a specific individual or individuals which is motivated by personal reasons specific to the parties, i.e., robbery, crime of passion, murder; or
- b) Any act of war or civil war.

23. **Insured's product** means:

- a) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 1) the Insured;
 - 2) others trading under the Insured's name; or
 - 3) a person or organization whose business or assets have been acquired by the Insured; and
- b) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products. Insured's product includes:
 - a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Insured's product; and
 - b) The providing of or failure to provide warnings or instructions.

Insured's product does not include vending machines or other property rented to or located for the use of others but not sold.

24. **Insured's work** means:

- a) Work or operations performed by the Insured or on the Insured's behalf; and
- b) Materials, parts or equipment furnished in connection with such work or operations. Insured's work includes:
 - a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Insured's work; and
 - b) The providing of or failure to provide warnings or instructions.

Insurance is the subject matter of the solicitation.



general insurance

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