

COMMERCIAL GENERAL LIABILITY

(Broad Form - Claims Made Basis)



Commercial General Liability Insurance

This is a "Claims Made" Policy. This Policy covers only claims notified to the Company during the Period of Insurance. The Limit of Indemnity applies to all Damages and costs and expenses, including those incurred by both the Insured and the Company

Issued by:

This Policy the Schedule and any Memoranda attached to this Policy provide the details of a single contract of insurance between the Company as one party and all persons and legal entities named as the Insured as the other party

Various provisions in this Form restrict coverage. Please read and check the details of this Policy carefully to ensure its accuracy and see that it meets your requirements

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout

The Insured and the Company agree

1. The **Proposal** shall be incorporated in and be the basis of the contract
2. The Insured will pay the Premium
3. The Company will subject to the terms of this Policy provide the Insurance
4. The following shall be conditions precedent to any liability of the Company
 - a) observance of the terms of this Policy relating to anything to be done or complied with by the Insured
 - b) the truth of the **Proposal**

The word Insured means any person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

SECTION I COVERAGES

COVERAGE A – BODILY INJURY & PROPERTY DAMAGE LIABILITY

1. INSURING AGREEMENT

The Company will indemnify the Insured against **Loss** arising out of any claim first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance in respect of

- a) accidental **Injury** to persons
- b) accidental **Damage** to Tangible **Property**

happening within the Geographical Limits in connection with the **Business** of the Insured

Limit of Indemnity

The total amount payable by the Company under this Policy for **Loss** in respect of

- a) one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause

- b) all claims made against the Insured during any one Period of Insurance arising out of **Products** supplied
- c) all claims made against the Insured during any one Period of Insurance arising out of releases (including discharge dispersal seepage migration and escape) of **Pollutants**

shall not exceed the amount as described in SECTION III – LIMITS OF INSURANCE irrespective of the number of parties entitled to indemnity under this Policy

2. EXCLUSIONS

The Company shall not be liable in respect of

a. Expected or Intended Injury

Injury or Damage expected or intended from the standpoint of the Insured. This exclusion does not apply to **Injury resulting** from the use of reasonable force to protect persons or **Property**

b. Contractual liability

Injury or 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:

- (1) That the Insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an Incidental contract, provided the **Injury or Damage** occurs subsequent to the execution of the contract or agreement.

c. Liquor Liability

Injury or Damage for which any Insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) Serving or furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Violating any statute, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in :

- a) The supervision, hiring, employment, training or monitoring of other by that insured; or
- b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in (1), (2) or (3) above

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages

d. Employer's Liability, Workmen's compensation and similar laws

Injury to an **Employee** of the insured arising out of and in the course of employment by the Insured or performing duties related to the conduct of Insured's **Business** or any claim arising under Workmen's Compensation law or similar statutes or laws.

e. Vehicles, Locomotives Aircraft or Watercraft

Injury or Damage arising from or out of the ownership possession or use by or on behalf of the Insured of any

- (1) mechanically propelled vehicle other than legal liability arising out of

- i) the use of plant as a tool of trade on site
 - ii) the use of plant at the premises of the Insured
 - iii) the loading or unloading of any vehicle
- except where indemnity is provided by any motor insurance contract or where insurance is required by law

- (2) aircraft or other aerial device
- (3) aero spatial device
- (4) hovercraft
- (5) water-borne craft

f. Damage to Property

Damage to

- (1) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support
- (2) **Property** owned leased rented or occupied by the Insured
- (3) **Property** held in trust by or in the custody or control of the Insured other than premises at which the Insured is undertaking **Work** in connection with the **Business**
- (4) that part of any **Property** worked upon by the Insured or any person acting on behalf of the Insured which arises out of such work

except as provided for under the **Products – completed operations Hazard**

g. Damage to Products & Works

- (1) **Damage** to any **Product** supplied or contract work executed by the Insured where such **Damage** is due to any defect therein or the unsuitability thereof
- (2) the costs of recall removal repair alteration replacement or reinstatement of any **Product** supplied or contract work executed by the Insured arising out of or necessitated by any defect or potential or alleged defect in such **Product** or contract work
- (3) the costs of remedying any defect or alleged defect in premises sold or otherwise disposed of by the Insured

except as provided for under the **Products – Completed operations Hazard**

h. Damage to Impaired Property or Property not physically Injured

Damage to Impaired Property or Property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in Insured **Product** or **Work**; or
- (2) A delay or failure by Insured or anyone acting on Insured's behalf to perform a contract or agreement in 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 **Product** or **Work** after it has been put to its intended use.

i. Fines or Penalties:

Claims and **Loss** arising out of:

- (1) fines or penalties
- (2) aggravated exemplary or punitive damages

j. Personal and Advertising Injury

Injury arising out of **Personal** and **Advertising Injury**.

k. Asbestos - See Common Exclusions

- l. War Risks** - See Common Exclusions
- m. Nuclear Liability** - See Common Exclusions
- n. Professional Liability** - See Common Exclusions
- o. Pollution Liability** - See Common Exclusions
- p. Abuse** - See Common Exclusions
- q. Terrorism** - See Common Exclusions
- r. Electronically Stored Data** - See Common Exclusions
- s. Retroactive date** - See Common Exclusions
- t. Electromagnetic Radiation** - See Common Exclusions
- u. Fungi** - See Common Exclusions

COVERAGE B – PERSONAL INJURY & ADVERTISING INJURY LIABILITY

This insurance applies only when **Personal Injury & Advertising Injury** limit is indicated on the Schedule.

1. INSURING AGREEMENT

The Company will indemnify the Insured against **Loss** arising out of any claim first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance in respect of **Personal & Advertising Injury** happening within the **Geographical Limits** in connection with the **Business** of the Insured

Limit of Indemnity

The total amount payable by the Company under this Policy for **Loss** in respect of "PERSONAL INJURY & ADVERTISING INJURY" shall not exceed the amount as described in SECTION III – LIMITS OF INSURANCE irrespective of the number of parties entitled to indemnity under this Policy

2. EXCLUSIONS

This Insurance shall not apply to:

a. Personal and Advertising Injury

- (1) Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the Insured with knowledge of its falsity;
- (2) Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the Period of Insurance;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
- (4) For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for **Damage**s that the Insured would have in the absence of the contract or agreement.
- (5) Arising out of any offence committed by any Insured whose **Business** is advertising, broadcasting; video production; publishing; telecasting, the provision of telecommunications services or the provision of Internet or other information exchange **Products** or services
- (6) Arising out of the distribution or display of "data", by means of an Internet The Company website, the Internet, an intranet extranet, or similar device or system designed or intended for electronic communication of "data"

b. Advertising Injury

- (1) Arising out of a breach of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon breach of implied contract.
- (2) Arising out of an actual or alleged infringement of copyright, patent, trademark, service mark, trade secret, trade name title or slogan
- (3) Arising out of an incorrect description or mistake in advertised price of goods, **Products** or services sold, offered for sale or advertised;
- (4) Arising out of a failure of goods, **Products** or services to confirm with advertised quality or performance.

c. Professional Liability - See Common Exclusions

d. Pollution Liability - See Common Exclusions

e. Abuse - See Common Exclusions

f. Terrorism - See Common Exclusions

g. Asbestos - See Common Exclusions

h. Electronically Stored Data - See Common Exclusions

i. Retroactive date - See Common Exclusions

j. Electromagnetic Radiation - See Common Exclusions

k. Fungi - See Common Exclusions

l. War Risks - See Common Exclusions

m. Nuclear Liability - See Common Exclusions

COVERAGE C – MEDICAL PAYMENTS

This insurance applies only when a Medical Payments limit is indicated on the Schedule.

1. INSURING AGREEMENT

a. The Insurer will pay medical expenses as described below for accidental physical **Injury** caused by an accident:

- (1) On premises the Insured owns or rents;
- (2) On ways next to premises the Insured owns or rents; or
- (3) Because of the Insured's operations;

Provided that:

- (1) The accident is at any location under the care, custody and control of the Insured and occurs during the Period of Insurance;
- (2) The expenses are incurred and reported to the Insurer within 12 months from the date of the accident; and
- (3) The injured person submits to examination, at the Insurer's expense, by physicians of the Insurer's choice as often as The Insurer reasonably require

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

- (1) First aid at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. EXCLUSIONS

The Insurer will not pay expenses for accidental physical 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 the Insured owns, or rents that the person normally occupies
- d. To a person, whether or not an **Employee** of any Insured, who at the time of **Injury** is entitled to benefits under any workers compensation or disability benefits law or similar law.
- e. To a person injured while taking part in athletics
- f. The payment of which is prohibited by law
- g. Included within the **Products – Completed operations hazard**
- h. Excluded under Coverage A
- i. **Professional Liability** – See Common Exclusions
- j. **Pollution Liability** – See Common Exclusions
- k. **Terrorism** – See Common Exclusions
- l. **Asbestos** – See Common Exclusions
- m. **Abuse** – See Common Exclusions
- n. **Electronically Stored Data** – See Common Exclusions
- o. **Retroactive date** – See Common Exclusions
- p. **Electromagnetic Radiation** – See Common Exclusions
- q. **Fungi** – See Common Exclusions
- r. **War Risks** - See Common Exclusions
- s. **Nuclear Liability** - See Common Exclusions

COVERAGE D – TENANTS’ LEGAL LIABILITY

This insurance applies only when a Tenants’ Legal Liability limit is indicated on the Schedule.

1. INSURING AGREEMENT

The Company will indemnify the Insured against **Loss** arising out of any claim first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance in respect of accidental **Damage** to Tangible **Property** to which this insurance applies happening within the **Geographical Limits** in connection with the **Business** of the Insured. This insurance applies only to accidental **Property Damage** to structures or portions thereof including fixtures permanently attached to rented to the Insured or occupied by the Insured

Limit of Indemnity

RSA CGL_Broadform_CM_Ver1.1_1213 (UIN : RSA-LI-P14-07-V01-14-15) IRDA Registration No. 102

The total amount payable by the Company under this Policy for **Loss** in respect of "TENANTS' LEGAL LIABILITY" shall not exceed the amount as described in SECTION III – LIMITS OF INSURANCE irrespective of the number of parties entitled to indemnity under this Policy

2. EXCLUSIONS

This insurance does not apply to:

- a. **Property** damage expected or intended from the standpoint of the Insured
- b. **Property** damage arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement
- c. **Property** damage due to wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice
- d. **Pollution Liability** – See Common exclusions
- e. **Nuclear Liability** – See Common exclusions
- f. **War Risks** – See Common exclusions
- g. **Professional Liability** – See Common exclusions
- h. **Terrorism** – See Common exclusions
- i. **Asbestos** – See Common exclusions
- j. **Abuse** – See Common exclusions
- k. **Electronically Stored Data** – See Common Exclusions
- l. **Retroactive date** – See Common Exclusions
- m. **Electromagnetic Radiation** – See Common Exclusions
- n. **Fungi** – See Common Exclusions

COMMON EXCLUSIONS – COVERAGES A, B, C AND D

This Insurance does not apply to:

a. PROFESSIONAL LIABILITY:

- (1) Claims arising out of a breach of the duty owed in a professional capacity by the Insured
- (2) Claims arising out of advice design formula or specification provided for a fee

b. POLLUTION LIABILITY

- (1) **Injury** or **Damage** directly or indirectly caused by or arising out of **Pollutants** unless caused by or arising out of an identifiable unexpected and accidental release (including discharge dispersal seepage migration and escape) of **Pollutants** which commences during any Period of Insurance and is
 - a) detected within 7 days of its commencement
 - and
 - b) reported to the Company within 7 days of its being detected

For the purposes of this Policy the commencement of any intermittent release shall be deemed to be at the start of the first release of the series

- (2) Claims and **Loss** arising out of any obligation on the Insured or others to test for monitor clean up remove contain treat detoxify or neutralise or in any way respond to or assess the effects of **Pollutants** on structures premises sites or land currently or previously owned occupied used by or under the control of the Insured where the obligation arises out of such ownership occupancy use or control by the Insured

c. TERRORISM:

- (1) **Injury** or **Damage** directly or indirectly caused by resulting from or in connection with any Act of Terrorism regardless of any other cause or **Event** contributing concurrently or in any other sequence to such **Injury** or **Damage**
- (2) **Injury** or **Damage** directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any Act of Terrorism

For the purposes of this Exception Act of Terrorism shall mean an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for or in connection with political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

d. ASBESTOS:

- (1) **Injury** directly or indirectly caused by arising out of or in any respect based upon or related to
- a. the inhalation ingestion or bodily absorption of Asbestos
 - b. any actual or suspected exposure to Asbestos
- (2) **Damage** directly or indirectly caused by arising out of or in any respect related to Asbestos
- (3) the cost of cleaning up removal repair alteration recall replacement or reinstatement of any **Property** or part thereof arising out of the presence of Asbestos or any material containing Asbestos

For the purposes of this Exception Asbestos shall mean all categories varieties and forms of asbestos together with fibres and particles thereof and shall include but not be limited to chrysotile and all asbestiform amphiboles including crocidolite amosite actinolite anthophyllite tremolite richterite and winchite

e. ABUSE:

Any Claims made against the Insured directly or indirectly arising out of, or on account of, resulting from or relating to any actual or threatened **Abuse**.

f. ELECTRONICALLY STORED DATA:

Claims arising out of

- (1) **Damage** to Electronically Stored Information
- (2) any error in creating amending entering deleting or using Electronically Stored Information
- (3) the total or partial inability or failure to receive send access or use Electronically Stored Information

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

g. RETROACTIVE DATE:

Any Claims arising out of **Injury** or **Damage** happening before the retroactive date stated in the schedule

h. ELECTROMAGNETIC RADIATION:

The Company shall not be liable in respect of **Injury** or **Damage** caused by or arising out of or allegedly due to exposure to or contact with Electromagnetic Radiation

i. FUNGI

Any Claims made against the Insured directly or indirectly arising out of, or on account of, resulting from or relating to fungi or spores.

For the purpose of this exclusion, Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spores or resultant mycotoxins, allergens, or pathogens.

Spores includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.

j. NUCLEAR LIABILITY:

any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

(1) nuclear weapons material

(2) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel For the purpose of the Exception combustion shall include any self-sustaining process of nuclear fission.

k. WAR RISKS

Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

l. GENETICALLY MODIFIED ORGANISMS (GMO)

Any claims or losses arising directly or indirectly from Genetically Modified Organisms ("GMOs").

For the purposes of this exclusion, GMOs shall mean and include:

organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change

and shall also mean and include

every biological or molecular unit with self replication potential. or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

m. TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE)

Any claims or losses arising directly or indirectly out of transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (vCJD)

n. Acquired Immune Deficiency Syndrome (AIDS)

Any claims or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by Human TCell Lymphotropic Virus Type III (MTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it may be named.

SECTION II WHO IS AN INSURED

The following shall be indemnified subject to the Limit of Indemnity in this Policy as if a separate policy had been issued to each:

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- a) the personal representatives of the Insured in respect of liability incurred by the Insured
- b) if the Insured so requests
 - 1. any principal for whom the Insured is carrying out **Work** in connection with the **Business** in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - 2. any director or **Employee** of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - 3. the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire and ambulance services in their respective capacities as such

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

SECTION III LIMITS OF INSURANCE

- (1) The Limits of Insurance shown in the Schedule and the rules below fix the most the Insurer will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or **Loss** brought or
 - c. Persons or organizations making claims
- (2) The Aggregate Limit is the most the Insurer will indemnify during any one Period of Insurance regardless of the number of **Events** for which this insurance will apply.
- (3) Subject to (2) above, the Per Event Limit is the most the Insurer will Indemnify for the sum of:
 - a. Losses covered under COVERAGE A and COVERAGE D; and
 - b. Medical Expenses under COVERAGE C
 because of all bodily **Injury** and **Property Damage** arising out of any one **Event**
- (4) The **Personal Injury & Advertising Injury** Liability Limit is the most the Insurer will Indemnify for **Loss** under COVERAGE B because all **Personal Injury** and **Advertising Injury** sustained by any one person or any organization and in the aggregate
- (5) Subject to (3) above, the Tenants' Legal Liability is the most the Insurer will indemnify for **Loss** under COVERAGE D because of **Property** damage to any one premises
- (6) Subject to (3) above, the Medical Payments Limit is the most the Insurer will indemnify for **Loss** under COVERAGE C for all medical expenses because of bodily **Injury** sustained by any one person.

The limits of this Policy apply separately to each consecutive annual period.

SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS

1. DUTY OF CARE

The Insured shall take reasonable precautions to prevent **Injury** and **Damage** and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority and to maintain all buildings furnishings ways and works machinery and plant in sound condition The Insured at his own expense shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require

2. PASSENGER LIFTS BOILERS AND PRESSURE VESSELS

The Insured shall cause all passenger lifts boilers and pressure vessels for which the Insured has responsibility to be inspected at his own expense at least once per year by a suitably qualified engineer. Any recommendations regarding overhaul repair or maintenance made during or following such inspection shall be implemented as soon as practicable by the Insured

3. MORE THAN ONE NAMED INSURED

The first named Insured shall act on behalf of itself and all other persons or legal entities named as the Insured for all purposes of this Policy. If the first named Insured ceases to be covered under this Policy the next named Insured shall thereafter be regarded as the "first named Insured"

4. PREMIUM ADJUSTMENT

If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured.

5. CANCELLATION

- a. By the Company may at any time, by giving 30 days notice in writing, terminate this Policy, on the grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured and all the Premium paid hereon shall be forfeited to the Company. Such notice shall be deemed sufficiently given, if communicated by e-mail or posted by Registered post and addressed to the Insured at the address mentioned in the Policy or by any other reliable mode of communication.
- b. by the Insured, by giving 30 days notice in writing, who may be entitled to a return of premium after deduction of premium at the Company's short period rates for the period the policy has been in force, provided no claim has arisen under the within mentioned Policy prior to the receipt of such notice by the Company.

6. POLICY DISPUTE CLAUSE

It is hereby agreed to by the parties herein to the contract that any dispute regarding interpretation of the terms, conditions, limitations and/or exclusions shall always be subjected to Indian Law and each Party agree to submit to the jurisdiction of any Court of competent jurisdiction within India and comply with all requirements necessary in such Court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court only.

7. REPORTING OF ANY INCIDENT BY THE INSURED

When the Insured becomes aware of any **Event** or circumstance, which may give rise to a claim (regardless of any Excess) the Insured must notify the Company immediately in writing with full particulars.

The notification of any such **Event** or circumstance does not constitute notice of a claim.

8. CLAIMS CORRESPONDENCE

Every letter claim writ summons and process shall be forwarded to the Company on receipt. Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any **Event** for which there may be liability under this Policy.

9. SERIES OF CLAIMS

All claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause shall be considered to be one claim.

10. CONDUCT OF CLAIM

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require.

11. COMPANY'S OPTION

In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause the Company may at any time after the deduction of any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid for loss) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith.

12. **CONTRIBUTION**

If at the time of any claim there is or but for the existence of this Policy there would be other insurance covering the same liability the indemnity provided by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected

13. **INDIAN CURRENCY CLAUSE**

All limits of Insurance, premiums and other amounts as expressed in this form are in Indian Rupees

14. **CROSS LIABILITIES:**

If the policyholder comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of Damage shall not exceed the Limit of Indemnity provided for this Insurance.

15. **GRIEVANCES**

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address or contact through Toll Free number during normal business hours or by E mail. The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located for the following grievances

- a. Any partial or total repudiation of claims by the Company.
- b. Any dispute regard to premium paid or payable in terms of the policy.
- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other Grievances.

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi.

EXTENSION OF PERIOD OF INSURANCE

If the Company refuses to invite renewal of this Policy for reasons other than non-compliance with the terms of this Policy the Period of Insurance due to expire upon the Renewal Date shall be extended for an uninterrupted period of one year in respect of claims arising out of any event or circumstance reasonably expected to give rise to claims which was notified to the Company in writing by the Insured under this Policy at any time prior to the commencement date for this Extension

Provided that this Extension shall not apply in respect of

- a) any claims or Loss indemnifiable under any subsequent insurance arranged by the Insured
- b) any claims happening before the Retroactive Date

SECTION V DEFINITIONS

For the purposes of this Policy:

- (1) **Abuse** means but not limited to sexual, physical, mental, psychological or emotional abuse or molestation, sexual harassment, sexual assault, assault or battery.
- (2) **Advertising Injury** means Injury, other than **Injury, Damage or Personal Injury** arising out of one or more of the following offences in the conduct of the Insured's advertising, marketing or publicity activities:

- a) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organisation's goods, **Products** or services;
 - b) Oral or written publication of material that violates a person's right of privacy;
 - c) mis-appropriation of advertising ideas or style of doing business; or
- (3) **Business** shall include
- a) the ownership repair and maintenance of the Insured's own **Property**
 - b) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's **Employee**s and first aid fire and ambulance services
 - c) fire and security services maintained solely for the protection of premises owned or occupied by the Insured for the purposes of the **Business**
- (4) **Damage** shall mean physical loss or damage and shall include all resultant loss of use of anything physically lost or damaged
- (5) **Electronically Stored Information** shall mean code data files formulae instructions programs and any other type of information stored electronically in or on any computer server embedded system or other electronic equipment or on any form of Media for use with such equipment Media shall include but not be limited to software firmware and all formats of compact disks and computer disks
- (6) **Employee** shall mean any
- a) person under a contract of service or apprenticeship with the Insured
 - b) person hired to or borrowed by the Insured
 - c) self-employed person
 - d) person employed by labour only sub-contractors
- while working for the Insured in connection with the **Business**
- (7) **Event** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions
- (8) **Geographical Limits** shall mean
- a) Territory of India
 - b) Elsewhere in the world (Other than USA/Canada) but only in respect of **Injury** or **Damage** which arises out
 - i) **Products** supplied by the Insured from the Territory of India
 - ii) the activities of a person whose normal place of residence is in the Territory of India but is away for a short time in connection with the **Business** of the Insured
- (9) **Impaired Property means** tangible **Property**, other than the Insured's **Product** or the **Work** that cannot be used or is less useful because:
- a) It incorporates the Insured's **Product** or the **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:
- i) The repair, replacement, adjustment or removal of the Insured's **Product** or the **Work**; or
 - ii) The Insured's fulfilling the terms of the contract or agreement

(10) **Injury** shall mean bodily **Injury** disease or illness including death resulting therefrom

(11) **Incidental contract** means:

- a) A contract for a lease of premises;
- 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;

(12) **Loss** shall mean

- a) damages claimant's costs and expenses for which the Insured is liable at law and
- b) other costs and expenses incurred either by the Company or by or on behalf of the Insured with the Company's written consent

(13) **Personal Injury** means other than 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;

(14) **Products-completed operations** hazard includes

- a) all bodily **Injury** and **Property Damage** occurring away from premises the Insured owns or rents and arising out of the Insured's **Product** or **Work** except:
 - (1) **Products** that are still in Insured's physical possession; or
 - (2) Work that has not yet been completed or abandoned.
- b) The Insured's **Work** will be deemed completed at the earliest of the following times:
 - (1) When all of the **Work** called for in the Insured's contract has been completed.
 - (2) 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.
 - (3) 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.
- c) This Hazard does not include Bodily **Injury** or **Property Damage** arising out of
 - i) the existence of tools, uninstalled equipment or abandoned or unused materials;
 - ii) the transportation of property

- (15) **Pollutants** shall mean any solid liquid gaseous or thermal irritant or contaminant and the like including but not limited to smoke vapour soot fumes acids alkalis bacteria chemicals sewage and waste. Waste includes materials to be recycled reconditioned or reclaimed
- (16) **Products** shall mean all goods or products supplied by the Insured together with containers packaging and instructions supplied therewith
- (17) **Proposal** shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefore.
- (18) **Property shall** mean property of a tangible form other than Electronically Stored Information
- (19) **Work** shall mean any work or operations performed by the Insured or on the Insured's behalf; and Materials, parts or equipment furnished in connection with such work or operations. This includes warranties or representations made at any time with respect to the fitness, quality, durability or performance or use of Insured's **Work**.

COMMERCIAL GENERAL LIABILITY INSURANCE (CLAIMS MADE)

POLICY SCHEDULE

Policy No.

Issuing Office:

Name & Address of the Insured

Insured's Business:

Period of Insurance

From

To

Premium

(Subject to adjustment in terms of General Condition 4)

Geographical Limits: As per Policy

Limit of Indemnity:

AGGREGATE LIMIT:

Rs. _____

PER EVENT LIMIT:

Rs. _____

PERSONAL & ADVERTISING INJURY LIMIT:

Rs. _____

TENANTS' LEGAL LIABILITY:

Rs. _____ Any one Premise

MEDICAL EXPENSE LIMIT:

Rs. _____ Any One Person

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Retroactive Date(s)

Excess

The Company shall not be liable for the first for one claim or all claims of a series consequent on or attributable to one source or original cause

Location of All Premises You Own, Rent or Occupy

Memoranda

Service Tax No. AABCR7106GST001

PAN Number : AABCR7106G

Issued at :

on :

Policy Servicing Office :

For Royal Sundaram General Insurance Co. Limited

Duly Authorised Signatory