

# Comprehensive General Liability Policy (Commercial)

General Insurance Company Ltd.

## POLICY WORDING





## **Comprehensive General Liability Policy (Commercial)**

### **POLICY WORDING**

Please read the entire Policy carefully. Various provisions in this Policy restrict the Cover. Read the entire Policy carefully to determine rights, duties and what is and is not Cover.

Throughout this Policy the words You / refer to the Named Insured shown in the Schedule, and any other person or organization qualifying as a Named Insured under this Policy. The words We/Us/Our refers to Magma HDI General Insurance Co. Ltd.

The word Insured means any person or organization qualifying as such under Section II - Who Is an Insured.

Other words and phrases that appear in bold type have special meaning. Refer to Section V - Definitions.

“Whereas you have made to us, a Proposal, which is hereby agreed to be the basis of this Policy and have paid to us the premium specified in the Schedule.

NOW WE agree, subject always to the following terms, exclusions, limitations and conditions, to indemnify you, subject to the Limit of Indemnity, against such loss as is herein provided.”

This Policy provides Claims Made Cover. Except as otherwise provided, such Cover applies only to claims first made against the Insured during the Policy Period.

#### **SECTION I - COVERS**

##### **COVER A ; BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

###### **1. Insuring Agreement**

- a. We will pay those sums that the you become legally liable to pay as Damages because of Bodily Injury or Property Damage to which this insurance applies. We will have the right and duty to defend you against any suit seeking those Damages. However, we will have no duty to defend you against any suit seeking Damages for Bodily Injury or Property Damage to which this insurance does not apply. We may, at our discretion, investigate any event and settle any claim or suit that may result. But:
  - (1) The amount We will pay for Damages is limited as described in Section - Limits Of Liability in the Schedule; and
  - (2) Our right and duty to defend end when We have used up the applicable limit of insurance in the payment of judgments or settlements under Covers A or B or Medical expenses under Cover C.
  - (3) Our duty to defend applies only in those countries within the description of the Covered territory where the laws of the territory permit us to defend. In those countries in the Covered

Page 3 of 29

Comprehensive General Liability Policy (Commercial)

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territory where the laws of the territory do not permit us to defend, we will reimburse You for Your defence costs, subject to Our prior authorization in writing.

No other liability to pay sums or perform acts or services is Covered unless explicitly provided for under Supplementary Payments - Covers A and B.

- b. This insurance applies to Bodily Injury and Property Damage only if:
- (1) The Bodily Injury or Property Damage is caused by an event that takes place in the Covered territory;
  - (2) The Bodily Injury or Property Damage is reported during the Period of Insurance; and
  - (3) Any claim or suit is made or brought in the Covered territory or the United States of America, its territories and possessions, Puerto Rico or Canada.
- 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. ***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.

b. ***Contractual Liability***

Bodily Injury or Property Damage which the You are 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 that:

- (1) You would have in the absence of the contract or agreement; or
- (2) You 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 defence has also been assumed in the same insured contract; and
  - (b) Such legal fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which Damages to which this insurance applies are claimed.

**c. Liquor Liability**

Bodily Injury or Property Damage for which any, you may be held liable by reason of:

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

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

**d. Workers' Compensation and similar laws**

Any liability on you under a Workers' Compensation, Disability benefits or Unemployment Compensation law or any similar law.

**e. Employer's Liability**

Bodily Injury to:

- (1) Your employee arising out of and in the course of:
  - (a) Employment with You ; or
  - (b) Performing duties related to the conduct of Your business; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether You may be liable as an employer or in any other capacity; and
- (2) 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.

**f. Pollution**

- (1) 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, vapor or soot from equipment used to heat that building;
  - (ii) Bodily Injury or Property Damage for which You may be held liable, if You are a contractor and the owner or lessee of such premises, site or location has been added to Your Policy as an additional Insured with respect to Your 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 You 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 You or any person or organization for whom You 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 subparagraph 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 You, contractor or subcontractor;
    - (ii) Bodily Injury or Property Damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by You or on Your 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 You or any contractors or subcontractors working directly or indirectly on Your 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.

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

- (a) Request, demand, order or statutory or regulatory requirement that You 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 You 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.

**g. 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 watercraft owned or operated by or rented or loaned to You. Use includes operation and loading or unloading.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises You own or rent;
- (2) A watercraft You do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or Property for a charge;
- (4) Parking an auto on, or on the ways next to, premises You own or rent, provided the auto is not owned by or rented or loaned to You
- (4) Liability assumed under any Insured contract for the ownership, maintenance or use of aircraft or watercraft; or
- (5) 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.

**h. Mobile equipment**

Bodily Injury or Property Damage arising out of:

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

**i. 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.

j. **Damage To Property**

Property Damage to:

- (1) Property You own, rent, or occupy;
- (2) Premises You sell, give away or abandon, if the Property Damage arises out of any part of those premises;
- (3) Property loaned to You;
- (4) Personal Property in Your care, custody or control ;
- (5) That particular part of real Property on which You or any contractors or subcontractors working directly or indirectly on Your behalf are performing operations, if the Property Damage arises out of those operations; or
- (6) That particular part of any Property that must be restored, repaired or replaced because Your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to Property Damage (other than Damage by fire) to premises, including the contents of such premises, rented to You for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are Your work and were never occupied, rented or held for rental by You.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to Property Damage included in the products-completed operations hazard.

k. **Damage To Your product**

Property Damage to Your product arising out of it or any part of it.

l. **Damage To Your work**

Property Damage to Your 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 Your behalf by a subcontractor.

m. **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:

- (1) A defect, deficiency, inadequacy or dangerous condition in Your product or Your work; or
- (2) A delay or failure by You or anyone acting on Your 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 Your product or Your work after it has been put to its intended use.

n. **Recall Of Products, Work Or Impaired Property**

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

- (1) Your product;
- (2) Your work; or
- (3) 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.

o. **Employment-Related Practices**

Bodily Injury to:

- (1) 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
- (2) 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 (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether You may be liable as an employer or in any other capacity; and
- (2) To any liability to share Damages with or repay someone else who must pay Damages because of the Injury.

p. **Personal and advertising Injury**

Bodily Injury arising out of personal and advertising Injury.

q. **Asbestos**

Property Damage or Bodily Injury, arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or Your liability to indemnify any party because of Damages arising out of such Property Damage or Bodily Injury as a result of manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

r. **Nuclear**

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

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

**Exclusions c. through n.** do not apply to Damage by fire to premises while rented to You or temporarily occupied by You with permission of the owner. A separate limit of insurance applies to this Cover as described in Section III - Limits Of Insurance.

## COVER B PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement

- a. We will pay those sums that You become legally liable to pay as Damages because of personal and advertising Injury to which this insurance applies. We will have the right and duty to defend You against any suit seeking those Damages. However, We will have no duty to defend You against any suit seeking Damages for personal and advertising Injury to which this insurance does not apply. We may, at Our discretion, investigate any offence and settle any claim or suit that may result. But:
  - (1) The amount We will pay for Damages is limited as described in Section- Limit Of Liability the Schedule; and
  - (2) Our right and duty to defend will end when We have used up the applicable limit of insurance in the payment of judgments or settlements under Covers A or B or medical expenses under Cover C.
  - (3) Our duty to defend applies only in those countries in the Covered territory where the laws of the territory permit Us to defend. In those countries in the Covered territory where the laws of the territory do not permit Us to defend, We will reimburse You for Your defence costs, subject to Our 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 - Covers A and B.

- b. This insurance applies to personal and advertising Injury caused by an offense arising out of Your business, but only if the offense was committed in the Covered territory and reported during the Period of Insurance. Any claim or suit must be made or brought in the Covered territory .

## 2. Exclusions

This insurance does not apply to:

### a. *Personal and advertising Injury:*

- (1) Caused by or at Your direction with the knowledge that the act would violate the rights of another and would inflict personal and advertising Injury;
- (2) Arising out of oral or written publication of material, if done by or at Your direction with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the Period of Insurance;
- (4) Arising out of a criminal act committed by or at the direction given by You;
- (5) For which you have assumed liability in a contract or agreement. This exclusion does not apply to liability for Damages that You would have in the absence of the contract or agreement;
- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in Your advertisement;
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in Your advertisement;
- (8) Arising out of the wrong description of the price of goods, products or services stated in Your advertisement;
- (9) 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;
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time;
- (11) Arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of Yours 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 products, asbestos fibers or asbestos dust; or
- (12) 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.

- (13) (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 (13) applies whether You 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:**

- (1) Request, demand or order that You 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
- (2) 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.

## COVER C MEDICAL PAYMENTS

### 1. Insuring Agreement

- a. We will pay medical expenses as described below for Bodily Injury caused by an accident:

- (1) On premises You own or rent;
- (2) On ways next to premises You own or rent; or
- (3) Because of Your operations;

provided that:

- (1) The accident takes place in the Covered territory and is reported during the Period of Insurance;
- (2) The expenses are incurred and reported to Us within thirty days of the date of the accident; and
- (3) The injured person submits to examination, at Our expense, by physicians of Our choice as often as We reasonably require

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

- (1) First aid administered 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

We will not pay expenses for Bodily Injury:

- a. To any Insured.
- b. To a person hired to do work for You or on Your behalf or any of Your tenants.
- c. To a person injured on that part of premises You own or rent that the person normally occupies.
- d. To a person, whether or not Your employee, if benefits for the Bodily Injury are payable or must be provided under a Workers' Compensation or Disability Benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the products-completed operations hazard.
- g. Excluded under Cover A.
- 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 - COVERS A AND B**

1. We will pay, with respect to any claim We investigate or settle or any suit against You, We defend:
  - a. All expenses We incur.
  - b. Up to \$250 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 Cover applies. We will however not furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will however not furnish these bonds.
  - d. All reasonable expenses incurred by the You at Our request to assist Us in the investigation or defence of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All costs assessed or taxed against You in the suit.
  - f. Prejudgment interest awarded against You on that part of the judgment We pay. If We make an offer to pay the applicable limit of insurance, We will not pay any prejudgment 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 We have 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 We defend You against a suit and an indemnity of the Insured is also named as a party to the suit, We will defend that indemnity if all of the following conditions are met:
- a. The suit against the indemnity seeks Damages for which You have assumed the liability of the indemnity in a contract or agreement that is an Insured contract;
  - b. This insurance applies to such liability assumed by You ;
  - c. The obligation to defend, or the cost of the defence of, that indemnity, has also been assumed by You in the same Insured contract;
  - d. The allegations in the suit and the information We know about the event are such that no conflict appears to exist between Your interests and the interests of the indemnity;
  - e. The indemnity and You ask Us to conduct and control the defence of that indemnity against such suit and agree that We can assign the same counsel to defend You and the indemnity; and
  - f. The indemnity:
    - (1) Agrees in writing to:
      - (a) Co-operate with Us in the investigation, settlement or defence of the suit;
      - (b) Immediately send Us copies of any demands, notices, summons or legal papers received in connection with the suit;
      - (c) Notify any other insurer whose Cover is available to the indemnity; and
      - (d) Co-operate with us with respect to coordinating other applicable insurance available to the Indemnity; and
    - (2) Provides Us with written authorization to:
      - (a) Obtain records and other information related to the suit; and
      - (b) Conduct and control the defence of the indemnity in such suit.

So long as the above conditions are met, legal fees incurred by Us in the defence of that indemnity, necessary litigation expenses incurred by Us and necessary litigation expenses incurred by the indemnity at Our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Section I - Cover A - 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.

Our obligation to defend your indemnity and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## **SECTION II- WHO IS AN INSURED**

### 1. If You are designated in the Declarations as:

- a. An individual, You and Your spouse are Insured, but only with respect to the conduct of a business of which You are the sole owner.
- b. A partnership or joint venture, You are an Insured. our members, Your partners, and their spouses are also Insured, but only with respect to the conduct of Your business.
- c. An organization other than a partnership, or a joint venture you are an Insured. Your executive officers and directors are Insured, but only with respect to their duties as Your officers or directors. Your stockholders are also Insured, but only with respect to their liability as stockholders, with respect to the conduct of Your business.

### 2. Each of the following is also an Insured:

- a. Your employees, other than either Your executive officers (if You are an organization other than a partnership, or joint venture), but only for acts within the scope of their employment by You or while performing duties related to the conduct of Your business. However, none of these employees is an Insured for:

#### (1) Bodily Injury or personal and advertising Injury:

- (a) To you, to Your partners or members (if You are 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 Your 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

You, any of Your employees, any partner or member (if You are a partnership or joint venture), or any member

- b. Any person (other than Your employee) or any organization while acting as Your real estate manager.
  - c. Any person or organization having proper temporary custody of Your Property if You die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that Property; and
    - (2) Until Your legal representative has been appointed.
  - d. Your legal representative if You die, but only with respect to duties as such. That representative will have all Your rights and duties under this Cover Part.
3. With respect to mobile equipment registered in Your name under any motor vehicle registration law, any person is an Insured while driving such equipment along a public highway with Your 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 You or the employer of any person who is an Insured under this provision.
4. Any organization You newly acquire or form, other than a partnership, or joint venture, and over which You maintain ownership or majority interest, will qualify as a named Insured if there is no other similar insurance available to that organization. However:
- a. Cover under this provision is afforded only until the 90th day after You acquire or form the organization or the end of the Policy period, whichever is earlier;
  - b. Cover A does not apply to Bodily Injury or Property Damage that occurred before You acquired or formed the organization; and
  - c. Cover B does not apply to personal and advertising Injury arising out of an offense committed before You 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 III - LIMITS OF INSURANCE

1. The Limit of Liability shown in the Schedule is the maximum We will pay regardless of the number of:
- a. Insureds;
  - b. Claims made or suits brought; or
  - c. Persons or organizations making claims or bringing suits.



This shall include any sub-limits as shown in the Schedule.

2. The Any One Year Limit is the aggregate for the Policy Period and is the maximum We will pay for the sum of Damages paid under this Policy and any local underlying Policy. You will reimburse us within thirty (30) days of Our request for any payment We make under this Policy or any local underlying Policy for Damages or expenses after the Limit under any other Liability Policy covering such exposure is exhausted.
3. Subject to 2. above, the General Aggregate Limit is the maximum We will pay for the sum of:
  - a. Medical expenses under Cover C;
  - b. Damages under Cover A, except Damages because of Bodily Injury or Property Damage included in the products-completed operations hazard; and
  - c. Damages under Cover B.
4. Subject to 2. above, the Products-Completed Operations Aggregate Limit is the maximum We will pay under Cover A 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 We will pay under Cover B 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 Any One Accident Limit is the maximum We will pay for the sum of:
  - a. Damages under Cover A; and
  - b. Medical expenses under Cover Cbecause of all Bodily Injury and Property Damage arising out of any one event.
7. Subject to 6. above, the Damage To Premises Rented To You Limit is the maximum We will pay under Cover A for Damages because of Property Damage to any one premises, while rented to You, or in the case of Damage by fire, while rented to You or temporarily occupied by You with permission of the owner.
8. Subject to 6. above, the Medical Expense Limit is the maximum We will pay under Cover C for all medical expenses because of Bodily Injury sustained by any one person.
9. All payments made under any local Policy issued to You by Us or any other insurance company will reduce the Limits of Insurance of this Policy.

The Limits of Insurance of this Cover 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 IV - CONDITIONS

### 1. **Bankruptcy**

Your Bankruptcy or insolvency or that of Your estate will not relieve Us of Our obligations under this Cover Part.

### 2. **Duties In The Event Of Accident, Offense, Claim Or Suit**

a. You must see to it that We are notified as soon as practicable of an event or offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the event or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any Injury or Damage arising out of the event or offense.

Notice of an event or offense is not notice of a claim.

b. If a claim is received by You, You must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify Us as soon as practicable.

You must see to it that We receive written notice of the claim as soon as practicable.

c. You and any other involved Insured must:

- (1) Immediately send Us copies of any demands, notices, summons or legal papers received in connection with the claim or a suit;
- (2) Authorize Us to obtain records and other information;
- (3) Co-operate with Us in the investigation or settlement of the claim or defence against the suit; and
- (4) Assist Us, upon Our request, in the enforcement of any right against any person or organization which may be liable to You for Injury or Damage to which this insurance may also apply.

d. You will not, except at Your own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without Our consent in writing.

### 3. **Legal Action Against Us**

No person or organization has a right under this Covered Part:

- a. To join Us as a party or otherwise bring Us into a suit asking for Damages from You; or
- b. To sue Us on this Cover Part unless all of its terms have been fully complied with.

A person or organization may sue Us to recover on an agreed settlement or on a final judgment against You obtained after an actual trial; but We will not be liable for Damages that are not payable under the terms of this Cover Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by **Us**, You and the claimant or the claimant's legal representative.

### 4. **Other Insurance**

If other valid and collectible insurance is available to You for a loss We cover under Covers A or B of this Cover Part, Our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, Our obligations are not affected unless any of the other insurance is also primary. Then, we 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 Cover, Builders' Risk, Installation Risk or similar Cover for Your work;
  - (b) That is Fire insurance for premises rented to You or temporarily occupied by You with permission of the owner;
  - (c) That is insurance purchased by You to cover Your liability as a tenant for Property Damage to premises rented to You or temporarily occupied by You 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 g. of Section I - Cover A Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to You covering liability for Damages arising out of the premises or operations for which You have been added as an additional Insured by attachment of an endorsement; or

- (3) Any of the other insurance or Your self-insurance plan that that covers a loss on the same basis.

When this insurance is excess, We will have no duty under Covers A or B to defend You against any suit if any other insurer has a duty to defend You against that suit. If no other insurer defends, We will undertake to do so, but We will be entitled to Your rights against all those other insurers.

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-Insured amounts under all that other insurance.

We 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 Cover Part.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, We 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, We 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. Contribution

If at the time of happening of any event resulting into a liability Cover by this **Policy**, there shall be existing any other liability Insurance of any nature covering the same liability, whether effected by **You** or not, then **We** will pay only rateable proportion

## 6. Premium Audit

- a. **We** will compute all premiums for this Cover Part in accordance with **Our** rules and rates.
- b. Premium shown in this Cover Part as advance premium is a deposit premium only. At the close of each audit period **We** 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, **We** will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information **We** need for premium computation, and send **Us** copies at such times as **We** may request.

## 7. Representations

By accepting this **Policy**, **You** agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations **You** made to **Us**; and
- c. **We** have issued this **Policy** in reliance upon **Your** representations.

## 8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Cover 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.

## 9. Transfer Of Rights Of Recovery Against Others To Us

If You have rights to recover all or part of any payment We have made under this Cover Part, those rights are transferred to Us. You must do nothing after loss to impair them. At Our request, You will bring suit or transfer those rights to Us and help Us enforce them.

## 10. When We Do Not Renew

If We decide not to renew this Cover Part, We 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.

## 11. Cancellation

- (a) We 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 We 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 You by giving 30 days written notice to Us in which event We 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 **Us** shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

## 12. Changes

This Policy contains all the agreements between You and Us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with Our consent. This Policy's terms can be amended or waived only by endorsement issued by Us and made a part of this Policy.

### 13. Examination of Your Books and Records

We may examine and audit Your books and records as they relate to this Policy at any time during the Policy period and up to three years afterward.

### 14. Inspections and Surveys

- a. We have the right to:
  - (1) make inspections and surveys at any time;
  - (2) give You reports on the conditions We find; and
  - (3) recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations, and such actions We do make relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And, We do not warrant that conditions:
  - (1) are safe or healthful; or
  - (2) comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to Us, but also to any rating, advisory, rate service or similar or other organization which makes insurance inspections, surveys, reports or recommendations.
- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations We may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### 15. Premiums

The first Named Insured shown in the Declarations:

- a. is responsible for the payment of all premiums; and
- b. will be the payee for any return premiums **We** pay.

### 16. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this Policy may not be transferred without Our written consent except in the case of death of an individual Named Insured.

If You die, Your rights and duties will be transferred to Your legal representative, but only while acting within the scope of duties as Your legal representative. Until Your legal representative is appointed, anyone having proper temporary custody of Your Property will have Your right and duties, but only with respect to that Property.

### 17. Governing Law

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

## 18. Arbitration

This contract shall be governed and construed in accordance with the laws of India.

“The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

## 19 Disclaimer Clause

If We shall disclaim Our liability for any claim and such claim shall not have been made subject matter of suit in a court of law within 12(twelve) months from date of disclaimer, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

## 20. Grievance or Complaint

You may register a grievance or Complaint by visiting our website. You may also contact the Branch from where You have bought the policy or the Complaints Coordinator who can be reached at Our Registered Office.

## 21. Insurance Ombudsman:

We shall endeavor to promptly and effectively address Your grievances. In the event you are dissatisfied with the resolution of Your grievance or complaint, You may approach the Insurance Ombudsman located nearest to You. Details of the offices across the Country are made available in our website

## SECTION V - DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about **Your** goods, products or services for the purpose of attracting customers or supporters.
2. **Auto** means a land motor vehicle, trailer or semitrailer 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. **Cover territory** means the territory as described in the **Schedule**.
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 **Your** 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 **Your product** or **Your work**, that cannot be used or is less useful because:
  - a. It incorporates **Your product** or **Your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. **You** have failed to fulfill the terms of a contract or agreement;if such Property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of **Your product** or **Your work**; or
  - b. **Your** fulfilling the terms of the contract or agreement.
9. **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 **You** or temporarily occupied by **You** 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 **Your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **You** assume 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 You, if an architect, engineer or surveyor, assumes liability for an Injury or Damage arising out of Your rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. **Leased worker** means a person leased to **You** by a labor-leasing firm under an agreement between **You** and the labor-leasing firm, to perform duties related to the conduct of **Your** business. **Leased worker** does not include a **temporary worker**.
11. **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**.
12. **Local underlying Policy** means a primary **Policy** effective on or after the inception of this **Policy** which has been issued at **Our** direction or coordinated by **Us** specifically for this insurance program.
13. **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 **You** own or rent;
  - 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.
14. **Event** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
15. **Personal and advertising Injury** means Injury, including consequential **Bodily Injury**, arising out of one or more of the following offenses:
- 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 **Your advertisement**; or
  - g. Infringing upon another's copyright, trade dress or slogan in **Your advertisement**.
16. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

17. **Products-completed operations hazard:**

- a. Includes all Bodily Injury and Property Damage occurring away from premises You own or rent and arising out of Your product or Your work except:
- (1) Products that are still in Your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, Your work will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in Your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if Your 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 You, 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.

**18. 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 **event** that caused it.

**19. 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. Any other alternative dispute resolution proceeding in which such Damages are claimed and to which you submit with **Our** consent.

**20. Temporary worker** means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

21. **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 behavior or policies, or an act which is verified by the United States Department of State 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.

22. **Your product** means:

- a. Any goods or products, other than real Property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your product** includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
- b. The providing of or failure to provide warnings or instructions.

Your product does not include vending machines or other Property rented to or located for the use of others but not sold.

23. **Your work** means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

**Your work** includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work; and
- b. The providing of or failure to provide warnings or instructions.

24. **Schedule** It means the latest Schedule issued by us as part of Your Policy. It provides details of Your Policy including full description of liabilities Cover which are in force and the period of cover You have against the liabilities described.

25. **Policy** : It means the Policy Booklet, the Schedule and any applicable endorsements or memoranda. YOUR Policy contains the details of the extent of the cover available to YOU, what is excluded from the cover and the conditions, warranties on which the Policy is issued.

26. **Policy Period :** It means the period commencing from the effective date and hour and terminating at midnight on the expiry date as shown in the Schedule.
27. **Period of Insurance :** It means the period commencing from the retroactive date and terminating on the expiry date as shown in the Schedule.
28. **Retroactive Date :** It means the date when the risk is incepted under a claims made policy and thereafter renewed without break in the period of cover. This is as shown in the Schedule.

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