

## Policy Schedule PART 2

### 1 OPERATIVE CLAUSE

The Insurer will indemnify the Insured against their liability to pay compensation for and/or arising out of Injury or Damage (including claimants' costs, fees and expenses) in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) unless the Insured has requested that there shall be no such limitation and has accepted the terms of the North American Jurisdiction Extension Clause which forms part of this Policy.

This indemnity applies to claims first made against the Insured during the Period of Insurance arising out of the Business specified in the Schedule and notified in writing to the Insurer no later than 7 days thereafter.

For the purpose of determining the indemnity granted:-

- 1.1 "Injury" means death or bodily injury to any person
- 1.2 "Damage" means actual damage to tangible property
- 1.3 "Pollution" means pollution or contamination of the atmosphere or of any water land or other tangible property
- 1.4 "Product" means any tangible property after it has left the custody or control of the Insured which has been designed, manufactured, constructed, installed or sold, by or on behalf of the Insured, but shall not include food or drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit ("Food & Drink").

### 2 NOTIFICATION EXTENSION CLAUSE

Should the Insured notify the Insurer during the Period of Insurance in accordance with General Condition 14.1. of any specific event or circumstance which Insurer accept may give rise to a claim or claims which form the subject of indemnity by this Policy, then acceptance of such notification means that Insurer will deal with such claim or claims as if they had first been made against the Insured during the Period of Insurance.

### 3 INDEMNITY TO OTHERS

The indemnity granted extends to Officials of the Insured in their business capacity arising out of the performance of the Business  
Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, Conditions and Exclusions of this Policy as though they were the Insured.

### 4 CROSS LIABILITIES

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other, subject to Insurer' total liability not exceeding the stated Indemnity Limits.

## 5 DEFENCE COSTS

The Insurer will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by this Policy. Such costs, fees and expenses are called "Defence Costs."

## 6 INDEMNITY LIMITS

Insurer' total liability to pay compensation, claimants' costs, fees and expenses and Defence Costs shall not exceed the Indemnity Limits stated in the Schedule.

The Indemnity Limit AOA applies to any one claim or series of claims arising from one originating cause. The Indemnity Limit AOY represents the total amount of Insurer' liability during the Period of Insurance.

## SECTION A - PUBLIC LIABILITY

### 7 SECTION A - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause but not against claims for and/or arising out of:-

- a) Pollution
- b) Any Product

### 8 SECTION A - EXCLUSIONS

This Section does not cover liability for claims arising out of: -

- 8.1 The ownership, possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation,
- 8.2 Liability for which compulsory insurance is required by legislation governing the use of any motor vehicle or trailer
- 8.3 The ownership, possession or use by or on behalf of the Insured of any aircraft watercraft or hovercraft (other than watercraft not exceeding fifteen metres in length and then only whilst on inland waterways)
- 8.4 Liability arising out of Injury or damage on account of accident outside the Insured premises (address mentioned in Part I of the Policy schedule)
- 8.5 Damage to property owned leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:-
  - 8.5.1 Premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work)
  - 8.5.2 Employees' and visitors' clothing and personal effects
  - 8.5.3 Premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.

## SECTION B - POLLUTION LIABILITY

### 9 SECTION B – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause against claims arising out of Pollution, but only to the extent that it can be proved that such Pollution

- a) Was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance
- b) Was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

### 10 SECTION B – EXCLUSIONS

This Section is subject to the Exclusions of Sections A insofar as they can apply, and also does not cover liability for claims arising out of or in connection with any Product.

## SECTION C - PRODUCTS LIABILITY

### 11 SECTION C - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause but only against claims arising out of or in connection with any Product or Pollution resulting there from subject always to the provisions of Section B. 9.

### 12 SECTION C - EXCLUSIONS

This Section does not cover liability for claims:-

- 12.1 For costs incurred in the repair, reconditioning, modification or replacement of any Product or any part thereof which is or is alleged to be defective.
- 12.2 For costs arising out of the recall of any Product or part thereof
- 12.3 Arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft
- 12.4 Arising out of pure financial losses

13 GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not cover liability:-

- 13.1 For any claims where the Insured were aware of the circumstance or event which gave rise to the claim, before the inception of this Policy
- 13.2 Under Sections 'A' and 'C' arising out of Injury and/or Damage occurring prior to the Retroactive Date in the Schedule under the heading "Non-North American Jurisdiction". Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance and where the Insured and the Insurer cannot agree when the Injury or Damage occurred, then: -
  - a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury
  - b) Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown
- 13.3 Arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims
- 13.4 Arising out of Injury to any person under a contract of employment or apprenticeship with the Insured where such Injury arises out of the execution of such contract
- 13.5 Arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 13.6 Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- 13.7 Directly or indirectly caused by or contributed to by or arising from:-
  - 13.7.1 Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - 13.7.2 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 13.8 For the Excess in respect of the first amount of each claim (or series of claims arising out of one originating cause) arising out of Damage. This exclusion 13.8 does not apply to any indemnity that has been granted under the North American Jurisdiction Extension Clause
- 13.9 Which forms the subject of insurance by any other policy and this Policy shall not be drawn into contribution with such other insurance;
- 13.10 Any Claim for Injury and/or Damage arising out of circumstances of which the Insured were aware or should reasonably have been aware prior to the inception of the Policy Period stated in the Schedule.

**POLICY SCHEDULE PART 3**

**14 GENERAL CONDITIONS**

(These are precedent to Insurer' liability to provide indemnity under this Policy)

**PART - I**

- 14.1 The Insured shall give written notice to the Insurer as soon as reasonably practicable of any claim made against the Insured or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Policy and shall give all such additional information as the Insurer may require. Every claim, writ, summons or process and all documents relating thereto shall be forwarded to the Insurer immediately they are received by the Insured.
- 14.2 No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurer who 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 their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurer may reasonably require.
- 14.3 The Insured shall give notice as soon as reasonably practicable of any fact or event which materially changes the information supplied to Insurer at the time when this Policy was effected and Insurer may amend the terms of this Policy according to the materiality of the change.
- 14.4 The Insurer may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which an Indemnity Limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claims.
- 14.5 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

The interpretation of the terms and Exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.

- 14.6 Where the premium is provisionally based on the Insured's estimates the Insured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as Insurer require. The premium shall then be adjusted and any difference paid by or allowed to the Insured as the case may be subject to any minimum premium that may apply.
- 14.7 The Insurer may cancel this Policy by giving 30 days notice in writing of such cancellation to the Insured's last known address and in such an event, the Insurer will return the pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired part of the Insurance. The Policy may also be cancelled by the Insured by giving 30 days' notice in writing to the Insurer, in which event the Insurer will retain premium at short- period scale provided there is no claim under the Policy during the Period of Insurance. In case of any claim under the Policy prior to cancellation, no refund of premium shall be allowed.

## PART – II

### 1. Basis of Assessment of Claims

The basis of assessment of claims shall be the legal liability, as admitted by the Insured with the prior written consent of the Insurer or in terms of an order of court of competent jurisdiction, which shall be binding on the Insured on the happening of the events specified in the Scope of Cover, subject to compliance with the Policy Related Terms & Conditions.

### 2. Claim Procedures

The procedure for lodging the claim shall be as under:

- (i) On the occurrence of any Accident, whether or not the Insured receives any notice of an alleged claim / complaint, the Insured shall duly but in any event not later than 30 days inform the Insurer in the manner prescribed in the 'Incident Reporting Form', detailing the Accident.
- (ii) The Insured, if in receipt of any notice of an alleged claim / complaint or reasonably anticipates any claim / complaint, shall forthwith furnish but in any event not later than 30 days the same to the Insurer in the manner detailed in the 'Claim Application/Consent Requisition Form'
- (iii) Pursuant to the lodging of these claim forms by the Insured,
  - (a) If the Insured is desirous of entering into a compromise/settlement with the claimants, the Insured shall first seek the permission of the Insurer, in the manner detailed in the 'Claim Application/Consent Requisition Form', and shall only do so with the prior written approval of the Insurer as specified under the Policy Related Terms and Conditions.
  - (b) If any of the claimants or their agents have filed a court case against the Insured, and the Insured is desirous of entering into a compromise/settlement with the claimants, either within or outside the court process during the pendency of the proceedings, the Insured shall first seek the permission of the Insurer, in the manner detailed in the 'Claim Application/Consent Requisition Form', and shall only do so with the prior written approval of the Insurer as specified under the Policy Related Terms and Conditions.
- (iv) For any legal liability that is admitted as under sub-clauses (iii) (a) and (b) of this Clause or in terms of an order of court of competent jurisdiction, the Insured shall submit a duly filled 'Claim Settlement Form' within 14 days from the date of such admission or court order, detailing the liability accrued and the Defence Costs, if any or any other information that the Insurer may require.
- (v) The Insured shall furnish the forms duly completed together with:
  - (a) All material documents, as specified therein or as requested by the Insurer or otherwise;
  - (b) Particulars of all other insurances, if any
- (vi) On request by or on behalf of the Insurer, the Insured shall also at all times at his own expense produce, procure and give to the Insurer all such further particulars, plans,



specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs, evidence and information with respect to the claim (verified by statutory declaration, if so required) and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Insurer together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

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

### 3. Limitation Period

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

### 4. Policy Related Terms and Conditions

- (i) The Insured shall give written notice to the Insurer as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which is covered under the Policy and shall give all such additional information as the Insurer may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Insurer immediately after they are received by the Insured. Should the Insured notify the Insurer during the Policy period in accordance with the terms and conditions hereunder of any specific event or circumstance which the Insurer accepts may give rise to a claim or claims which are covered under the Policy, then the acceptance of such notification means that the Insurer will deem such claim or claims to have been made against the Insured during the Policy period, provided such claim / claims actually arise within a period of 3 years commencing from the date of acceptance of such notification.
- (ii) In the event of non-renewal or cancellation of this Policy, either by the Insurer or by the Insured, with their prior consent, the Insurer will allow a time limit not exceeding 30 days from the date of expiry or cancellation of the Policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the Period of Insurance but claims thereof did not arise during the Policy Period, provided, however, all claims made during the extended reporting period shall be deemed to have been made on the last day of the expiring Policy Period and are subject to the limits of indemnity and the terms, conditions and exceptions of the Policy.
- (iii) A Claims Series Event as defined below shall be deemed to be one claim and date of loss shall be the date when the first claim of the Claims Series Event is made in writing against the Insured.

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

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

There shall, however, be no coverage for claims arising from one specific cause, which are made later than 1 year after the first claim of the series.

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

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

- (vii) If in the event of a claim under this Policy, there be any other Insurance or Insurances effected by the Insured or any other person covering the same liability, then the Insurer shall not be liable to pay or contribute more than its rateable proportion of such liability.
- (viii) The Insurer may at any time pay to the Insured in connection with any claim or series of claims under the Policy, to which the limit of indemnity applies, the amount of such limit of indemnity (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment and/or settlement being made, the Insurer shall relinquish the conduct and control of, and be under no further liability in connection with, such claims.
- (ix) The Insured shall keep accurate records of annual turnover, which shall include all leviable duties and at the time of renewal of insurance(s), declare such details as the Insurer may require. The Insurer shall at all reasonable times have free access to inspect such records.
- (x) In the event of liability arising under the Policy or the payment of claim under the Policy, the limit of indemnity per Any One Year under the Policy shall get reduced by the extent of quantum of liability paid or to be paid in respect of such claim. Under no circumstances shall the Insurer reinstate the limit of indemnity to the original level, even on payment of extra premium.

#### 5. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in

the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

6. Reasonable Care

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

7. Observance of terms and conditions

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

8. Material change

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

9. Records to be maintained

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

10. No constructive Notice

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

11. Notice of charge etc.

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

12. Special Provisions

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

13. Overriding effect of Part II of the Schedule

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

14. Electronic Transactions

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

15. Duties of the Insured on occurrence of loss

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

1. Forthwith file/submit a Claim Form in accordance with Claim Procedure Clause as provided in Part II of the Schedule.
2. Allow the Surveyor or any agent of the Insurer to inspect the lost/damaged properties/premises/goods or any other material items, as per the Right to Inspect Clause as provided in this Part.
3. Assist and not hinder or prevent the Insurer or any of its agents in pursuance of their duties under Rights of the Insurer On Happening Of Loss Or Damage Clause as provided in this Part.
4. Not abandon the Insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Insurer or any of its agents or the Surveyor.

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

16. Rights of the Insurer on happening of loss or damage:

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

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

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

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

17. Right to inspect

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

18. Position after a claim

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

19. Subrogation

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

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

20. Contribution

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

21. Fraudulent claims

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

22. Cause of Action/ Currency for Payments

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

23. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Insurer to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

24. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided if the Insurer has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

25. Renewal notice

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

26. Notices

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

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

In case of the Insurer:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House  
# 414, Veer Savarkar Marg [Near Siddhi Vinayak Temple]  
Prabhadevi, Mumbai, India- 400 025

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

27. Customer Service

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

28. Grievances

## ADDITIONAL EXCLUSIONS CLAUSE

It is hereby agreed and understood that the Insurer shall not have any liability with respect to any:

- (i) Arising out of Acts of God, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or any other acts or convulsions of nature and atmospheric disturbances, unless specifically covered;
- (ii) Arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation and mental injury, anguish, or shock resulting there from;
- (iii) Arising out of infringement of any intellectual property rights including copy-right, patent, trade mark, registered design or any trade secrets;
- (iv) Arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages or arising out of any criminal liabilities;
- (v) For any motor vehicles or trailer for which compulsory insurance is required by legislation, due to the ownership, possession or use by or on behalf of the Insured
- (vi) For or in respect of any aircraft, water-borne vessels or hovercraft owned, possessed or used by or on behalf of the Insured;
- (vii) For damage to property owned, leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care, custody or control
- (viii) For carriage of effluents outside the premises, unless specifically covered by an extension in that behalf;
- (ix) For liability arising out of transportation of materials/dangerous or hazardous substances, unless specifically covered by an extension in that behalf;
- (x) For or in respect of any liability which is the subject matter of specific insurance elsewhere;
- (xi) Costs incurred in the repair, reconditioning, modification or replacement of any part of any product which is, or is alleged to be, defective;
- (xii) Any product guarantee;
- (xiii) Costs arising out of the recall of any product or part thereof;
- (xiv) Claims for failure of the goods or products to fulfill the purpose for which they were intended.
- (xv) Any Claim due or alleged to be due to the failure of any of the Products to prevent cure or alleviate any Bodily Injury;
- (xvi) Loss of a purely financial nature such as loss of goodwill, loss of market etc.
- (xvii) Any product which, with the Insured's knowledge, is intended for incorporation into the structure, machinery or control of any aircraft/spacecraft;
- (xviii) Damage to property belonging to the Insured or held in trust or in the custody or control of the Insured or a person employed by or otherwise in the service of the Insured.
- (xix) Deliberate, willful or intentional non-compliance with any statutory provision.
- (xx) The deliberate, conscious or intentional disregard by the Insured's employees of the Insured's technical, administrative or management instructions in respect of taking all reasonable steps to prevent claims.
- (xxi) Injury to any person being under a contract of employment or apprenticeship with the Insured, or the Insured's contractor(s) and/or sub-contractor(s) when such injury arises in the course of duties performed under such contract or apprenticeship.
- (xxii) Products which have left the custody and control of the Insured prior to Retroactive Date specified in the Schedule.
- (xxiii) Any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part), unless otherwise agreed to by the Insurer
- (xxiv) Contractual liability assumed by the Insured unless such liability would have otherwise existed in the absence of the specific contract;



- (xxv) Arising out of any technical collaboration agreement between the Insured and a technical collaborator
- (xxvi) Any technical collaboration agreement between the Insured and a third party
- (xxvii) The distribution or sale of the Insured's products in the regular course of the vendor's business
- (xxviii) Deliberate, willful or intentional non-compliance with any statutory provision
- (xxix) Directly or indirectly caused by or contributed to by or arising from;
  - (a) Ionising 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
- (xxx) Injury and/or damage occurring prior to the Retroactive Date specified in the Policy Schedule. Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and the Insurer cannot agree when the injury or damage occurred, then:
  - a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury
  - b) Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown
- (xxxi) The Public Liability Insurance Act, 1991 or any other statute based on the doctrine of "No Fault Liability";
- (xxxii) Total Asbestos Exclusion - any actual or alleged liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of asbestosis or any related disease (including cancer) resulting from the existence, production, processing, manufacture, sale, distribution, storage, deposit or use of asbestos, asbestos products and/or products containing asbestos in whatever form or quantity.
- (xxxiii) Electromagnetic Radiation Exclusion- any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of non-ionic radiation, including but not limited to Electro-Magnetic Fields and/ or Electro-Magnetic Interference.
- (xxxiv) Genetically Modified Organisms Exclusion - any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of existence, production, processing, manufacture, sale, distribution, storage, deposit, consumption or use of Genetically Modified Organisms ("GMOs").

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

  - (i) 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 resulting in their genetic change,
  - (ii) 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 deemed to be a part of this definition in addition to the foregoing.
- (xxxv) Directly or indirectly occasioned by occurrence through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

- (xxxvi) Terrorism Exclusion - any loss of or damage to Property or legal liability arising directly or indirectly as a result of or in connection with Terrorism (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft). Definitions that apply for purpose of this exclusion:  
Terrorism means any act or acts of force and/or violence:
- (i) For political, religious or other ends; and/or
  - (ii) Directed towards the over-throwing or influencing of the Government de jure or de facto; and/or
  - (iii) For the purpose of putting the public or any part of the public in fear by any person or persons acting alone or on behalf of or in connection with any organisation. In any claim and in any action, suit or other proceedings to enforce a claim under this Policy, the burden of proving that such claim does not fall within the Terrorism Exclusion set out above shall be upon the Insured.
- (xxxvii) TSE Exclusion - any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of transmissible spongiform encephalopathy ("TSE"), including but not limited to bovine spongiform encephalopathy ("BSE") or new variant Creutzfeld-Jakob disease ("CJD").
- (xxxviii) Any Claim for Injury and/or Damage arising out of circumstances of which the Insured were aware or should reasonably have been aware prior to the inception of the Policy Period stated in the Policy Schedule.
- (xxxix) Any Claim for Injury and/or Damage arising out of mold or fungi
- (xl) Property Damage to any Product supplied structure erected or contract work executed by the Insured caused by any defect therein or the unsuitability thereof to fulfill its intended purpose
  - (xli) Any Claim due or alleged to be due to any of the Products causing or inducing any physical or chemical dependency
  - (xlii) Any Claim in connection with dishonesty of insured's employees or dishonest acts of persons working for/on behalf of the insured
  - (xliii) Any Claim in connection with criminal acts of insured's employees or criminal acts of persons working for/on behalf of the insured legal liability arising out of or in connection with advice or design of a product
  - (xliv) Any Claim in connection with stem cells
  - (xlv) Any Claim in connection with Insured's failure to provide services or failure to execute work
  - (xlvi) Any Claim in connection with deficiency in the services provided by the insured
  - (xlvii) Any Claim in connection with construction projects undertaken by the insured
  - (xlviii) Any Claim in connection with erection work undertaken by the insured
  - (xlix) Insured's liability in connection with acts of security agencies engaged by the insured
    - (l) Insured's liability on account of products ever discontinued or recalled
    - (li) Any Claim in connection with manufacturing or processing or reprocessing operations domiciled in North America
    - (lii) Liability arising out of product integrity Impairment
    - (liii) Liability arising out of product contamination
    - (liv) Liability arising out of watercrafts
    - (lv) Any claim in connection with Workmen's compensation or Employer's Liability
    - (lvi) Any claim in connection with cross liability
    - (lvii) Any claim in connection with strike, riots or civil commotion
    - (lviii) Any loss directly or indirectly caused by pandemic (including but not limited to Avian Influenza/ H5N1 virus, SARS etc.).
  - (lix) Any loss or claim arising in connection with clinical trials or bioequivalent studies.
  - (lx) Any loss directly or indirectly caused by implants
  - (lxi) Pure inefficacy claims

- (lxii) No cover claims w.r.t. for manufacturing or processing domiciled in USA Canada
- (lxiii) Product guarantee and financial loss exclusion
- (lxiv) Failure to delivery or misdelivery claims
- (lxv) Product Recall Exclusion
- (lxvi) Manufacturing and/or production, storage, filing, breaking down, transport of toxic substances and toxic waste
- (lxvii) Liability arising out of offshore operation and offshore marine risk is excluded.
- (lxviii) Liability arising out of underground and underwater mines and collieries and all underground services in connection therewith quarries, tunnelling.
- (lxix) Liability arising out of ownership, operation or use of Aircraft, air cushioned vehicles, railways, tramways, chair-lifts, vessels and waste disposals and deposits
- (lxx) Mining risk exclusion
- (lxxi) Nuclear perils exclusion
- (lxxii) Blasting exclusion
- (lxxiii) Underground risks exclusion
- (lxxiv) Radioactive Contamination Exclusion
- (lxxv) EMF Liability Exclusion
- (lxxvi) Offshore risks
- (lxxvii) Damage to/Loss of Property under Care, custody and control of the Insured
- (lxxviii) Damage to/Loss of Property being worked upon
- (lxxix) Employee Infidelity
- (lxxx) Professional Indemnity
- (lxxxii) No cover for Damage to ships
- (lxxxii) Ocean Marine Liability including shipowner's Liability

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

#### PROFESSIONAL LIABILITY EXCLUSION CLAUSE

It is agreed that this Policy does not apply to any financial loss or claim arising out of any act of negligence, error, mistake or omission in rendering or failing to render professional services, whether performed by the Insured or by others for whom the Insured is legally responsible.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

## ASBESTOS & TOXIC MOLD EXCLUSION CLAUSE

This insurance does not cover any liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:-

- a) Asbestos, or any materials containing asbestos in whatever form or quantity; or
- b) The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or
- c) Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or
- d) Any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

## STRIKE, RIOTS, CIVIL COMMOTION, SABOTAGE AND WAR EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- Strike
- Riots
- Civil commotion
- Sabotage

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

If the Insurer allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

## CONDITIONS PRECEDENT TO LIABILITY OF THE INSURER

It is hereby understood and agreed that this insurance shall not apply to and does not cover any liability, whatsoever for any claim in respect of loss or losses directly or indirectly (exclusively or partially) arising out of, resulting from, or in consequence of failure of the Insured to meet the following conditions, these are the conditions precedent to Insurer's liability:

- (i) No goods or products are obtained by the Insured on terms which prevent the Insured exercising their rights of recovery under the ordinary process of law against their supplier or any other party. Insured maintains full right of recourse against their suppliers/manufacturers
- (ii) Insured has taken required government / regulatory approvals and has followed related rules & regulations.
- (iii) Insured products follows CPSC or equivalent guidelines applicable to the country where the product is sold (as applicable)
- (iv) Act of God perils coverage (as applicable) is subject to the condition that Building codes are properly followed by the Insured/their contractors
- (v) Insured maintaining emergency equipment and having proper systems to handle emergency situations. Proper Fire safety arrangements at all locations. Proper and adequate EXIT arrangements at all locations. Proper Fire safety arrangements at all locations (as applicable)
- (vi) Retro date (as applicable) is subject to the submission of your expiring Policy copy mentioning the same date as retrodate, no break/gap in the insurance period. Retro is subject to the insurance has been claims made since the date. Copy of expiring Policy submitted with us. Cover further restricted to any limit/coverage in place during relevant policy period (but retro cover not exceeding this Policy coverage).
- (vii) Government permissions are taken and related rules guidelines are followed by the insured (as applicable & required by government authorities). Insured has complied with applicable statutory rules and regulations pertaining to the proposed risk
- (viii) Detailed information on layouts of the plant along with their specifications to be submitted to the insurer, as and when required by the insurer
- (ix) Insured maintaining emergency equipment and having proper systems to handle emergency situations
- (x) Proper and adequate Exit arrangements at all locations (as applicable)
- (xi) Insured has complied with all statutory rules and regulations pertaining to the premises and business activities

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

## SPECIAL CONDITIONS CLAUSE

Notwithstanding anything in the within written policy contained to the contrary, it is hereby declared and agreed that the insurance afforded by this Policy is

- Excess over and reduced by any other valid and collectable insurance available to the Insured. Valid and collectable insurance includes any self insurance plan which would be applicable to the loss
- Excess over locally admitted covers
- In excess of TPL limit provided under CAR/ EAR Policy

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.



## COMPUTER/ INFORMATION TECHNOLOGY/ COMMUNICATION SYSTEM CLAUSE

It is hereby declared and agreed that notwithstanding anything in the within written policy contained to the contrary, the Insurer shall not be liable for Loss directly or indirectly caused by resulting from or in connection with the Insured's use of or reliance upon sale lease license or supply of any computer hardware or related information technology or communication system any computer software internet intranet website or similar facility system or network and/or any electronic data or related information

Provided that

This exception shall not exclude claims for Bodily Injury caused by an accident involving physical contact with computer hardware

Loss in this exception shall include (but shall not be limited to) injury loss damage cost or expense of whatsoever nature including consequential and pure financial loss and loss of damage to deterioration or corruption (whether permanent or temporary) reconfiguration or loss of use of any computer hardware or related information technology or communication system any computer software internet intranet website or similar facility system facility system or network and/or any electronic data or related information

If the Insurer maintains that by reason of this exception any Loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured

If any part of this exception is found to be invalid or unenforceable the remainder shall remain in full force and effect. Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

#### SHORT PERIOD PREMIUM SCALE

Period (Not exceeding)	Rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

## SUDDEN AND ACCIDENTAL POLLUTION EXTENSION CLAUSE

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy is extended to cover legal liability for Accidents causing Injury or Damage due to pollution, where such pollution is caused by a sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the policy period.

This extension also includes the payment of reasonable cost of removing, nullifying or cleaning-up polluting substances provided the pollution is caused by a sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the Policy period.

This Extension does not cover any liability

- c) relating to fines, penalties, punitive or exemplary damage.
- d) which would not have been covered under the Insurance, had this clause not been attached.
- e) where the pollution is not notified to the Company within 72 hours from the time such pollution occurred

Subject to limit of indemnity not exceeding the overall limit in respect of Any One Accident (AOA) or aggregate during policy period (AOY) as mentioned in Part I of the Schedule of the Policy.

Each claim under this extension shall be subject to Excess as mentioned in Part I of the schedule of the Policy.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of this policy shall have full force and effect

#### FIRE DAMAGE EXTENSION CLAUSE

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this Policy is extended to cover Insured's legal liability to pay on account of property damage to the premises rented to the Insured (arising out of heat from a hostile fire), for the purpose of this extension Hostile fire means the one which becomes uncontrollable or breaks out from where it was intended to be.

This Insurance is in excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for the Insured's work;
- (ii) That is Fire insurance for premises rented to the Insured or temporarily occupied by the insured with permission of the owner;
- (iii) That is insurance purchased by the Insured to cover the Insured's liability as a tenant for property damage to premises rented to Insured or temporarily occupied by Insured with permission of the owner

Subject to specific Limit of INR 2,50,000 Any One Event and INR 50,00,000 as specified in the Policy Schedule, within the overall limit in respect of Any One Accident (AOA) or aggregate during policy period (AOY) as mentioned in the Schedule of the Policy. Each claim under this extension shall be subject to Excess as mentioned in Part I of the schedule of the Policy.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.

#### MEDICAL EXPENSES LIABILITY CLAUSE

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the insurance under this Policy is extended to pay for medical expenses as described below for bodily injury caused by an accident on the insured premises.

The Insurer will pay reasonable expenses for:

- (v) First aid administered at the time of an accident;
- (vi) Necessary medical, surgical, x-ray and dental services and
- (vii) Necessary ambulance, hospital, professional nursing and funeral services

Provided that:

- 29. The accident takes place in the insured premises and during the policy period;
- 30. The expenses are incurred and reported to the Insurer within 3 days of the date of the accident; and
- 31. The injured person submits to examination, at Insurer's expense, by physicians of Insurer's choice as often as the Insurer reasonably requires

The Insurer will not pay expenses for bodily injury:

- 15 To any insured
- 16 To a person hired to do work for or on behalf of the insured or a tenant of any insured
- 17 To a person injured on that part of premises the insured owns or rents that the person normally occupies
- 18 To a person, whether or not an employee of the insured, if benefits for the bodily injury are payable or must be provided under a worker's compensation or disability benefits law or a similar law
- 19 To a person injured while taking part in athletics
- 20 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.

Each claim under this extension shall be subject to an excess Nil which is mentioned in the schedule of the Policy.

This coverage is subject to limit of indemnity not exceeding INR 50,000 per person within the overall limit in respect of Any One Accident (AOA) or aggregate during policy period (AOY) as mentioned in the Schedule of the Policy.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of this policy shall have full force and effect.

#### Right And Duty to Defend Clause

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the insurer shall have the right as well as duty to take over and conduct in the name of the Insured the defence of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim. However, the insurer will have no duty to defend the insured against any suit seeking damages for bodily injury or property damage to which this insurance does not apply.

The insurer may, at its discretion, investigate any claim and settle any claim or suit that may result. But:

- (1) The amount the insurer will pay for damages is limited as described in Limits of Liability in Part I of the Policy Schedule; and
- (2) The insurer's duty to defend end when the Company have used up the applicable limit of liability in the payment of judgements or settlements under Coverages as per Part II of the Schedule.

All amounts expended by the insurer in the defence, settlement or payment of any claim will reduce the limits of indemnity specified in Part I of the Schedule of the policy.

This insurance does not apply to Expected or intended injury, Bodily injury or property damage expected or intended from the standpoint of the insured. No other obligation or liability to pay claims or perform acts or services is covered unless explicitly provided for under this Policy.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

#### PRODUCT LIABILITY EXCLUSION CLAUSE

It is hereby declared and agreed that notwithstanding anything in the within written policy contained to the contrary, Public liability coverage mentioned in the Section C of the Policy is deleted in its entirety and therefore the Insurer shall not be liable for any loss directly or indirectly in connection with Section C.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

#### POLLUTION LIABILITY EXCLUSION CLAUSE

It is hereby declared and agreed that notwithstanding anything in the within written policy contained to the contrary, Pollution coverage mentioned in the Scope of Cover clause of Part II of the Policy Schedule is deleted in its entirety and therefore the Company shall not be liable for any loss directly or indirectly caused by seepage, pollution or contamination.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein