

COMMERCIAL GENERAL LIABILITY POLICY

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Shriram General Insurance Company Ltd. (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium stated in the said Schedule as consideration for such insurance during the period stated in the said Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Policy Schedule & endorsements thereon. The words "we", "us" and "our" refer to the Insurance Company underwriting this insurance.

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 quotation marks have special meaning.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Operative Clause

- a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A, B, and C. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period by an "occurrence" in connection with business of the insured and within the "coverage territory". We will have the right and duty to defend any "action" seeking those damages, but:
- 1) The amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2) We may investigate and settle any claim or "action" at our discretion; and
 - 3) Our right and duty to defend ends when we have used up the applicable limits of insurance in the payment of judgments or settlements under Coverages A, B or C.
- b) Compensatory Damages because of "bodily injury" include compensatory damages claimed by any person or organisation for care, loss of services or death resulting at any time from the "bodily injury".
- c) "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This insurance does not apply to:

- a) "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 tangible property.
- b) "Bodily injury" or "property damage" for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages:
 1. Assumed in a contract or agreement that is an "insured contract"; or

2. That the Insured would have in the absence of the contract or agreement.
- c) Any obligation of the Insured under workmen compensation, disability benefits or unemployment compensation law or any similar law.
- d) "Bodily injury" or "property damage" arising out of the ownership, use or operation by or on behalf of any Insured of:
 - a. any "automobile";
 - b. any motorized snow vehicle or its trailers;
 - c. any vehicle while being used for hire or reward, racing, pace making, reliability trial, speed testing or similar contests or in any stunting activity or in practice or preparation for any such contest or activity or use for any purpose in connection with the motor trade, or
 - d.
 - i. any vehicle which, if it were to be insured, would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.
 - ii. "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.

This exclusion does not apply to "bodily injury" to an employee of the Insured on whose behalf contributions are made or required to be made by the Insured under the provisions of any workers compensation law.

- e) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or
- f) entrustment to others, by or on behalf of any Insured of any watercraft/aircraft/motor vehicle. 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 8 meters long; and
 - b. in/outboard motor of not more than 10HP, and
 - c. not being used to carry persons or property for a hire or reward.
 3. "bodily injury" to any employee of the Insured on whose behalf contributions are made or required to be made under the provisions of any workers compensation law.
- g)
 1. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any Insured of any aircraft or similar vehicles.
 2. "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation or entrustment to others by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- h) "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 contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations;
 6. that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

7. Tools or equipments used by you or your behalf in performing operation.

Paragraph (2) of this exclusion do 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”.

- i) “Property damage” to “your product” arising out of it or any part of it.
- j) “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.
- k) “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.

- l) 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.

- m) Injury sustained by the following:
 - 1. Massage Therapy
 - 2. Registered Nutritionist or Dietitian

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Operative Clause

We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of “personal injury” or “advertising injury” to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS COVERAGES A, B AND C. This insurance applies only to “Personal” and/or “Advertising” (of your goods & services) injury only caused by an offence which occurs during the policy period, in the coverage territory and in connection with the business of the insured. We will have the right and duty to defend any “action” seeking those compensatory damages but:

- 1) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
- 2) we may investigate and settle any claim or “action” at our discretion; and
- 3) 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 Coverages A, B or C.

2. Exclusions

This insurance does not apply to:

- a) "Personal injury" or "advertising injury":
1. arising out of oral or written publication of material, if done by or at the discretion of the Insured with knowledge of its falsity;
 2. arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 3. arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
 4. for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
- b) "Advertising injury" arising out of:
1. breach of contract, other than misappropriation of advertising ideas under an implied contract;
 2. the failure of goods, products or services to conform with advertised quality or performance;
 3. the wrong description of the price of goods, products or services; or
 4. an offence committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.
- c) Intellectual Property Laws or Rights -
This insurance does not apply to any actual or alleged bodily injury or property damage arising out of, giving rise to or in any way related to any actual or alleged:
1. Assertion; or
 2. Infringement or violation;

By any person or organisation (including any insured) of any intellectual property law or right, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

COVERAGE C. TENANT'S LEGAL LIABILITY

1. Operative Clause

We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND C. This insurance applies only to "property damage" to premises rented to you or occupied by you.

This insurance applies only to "property damage" which occurs during the policy period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory". We will have the right and duty to defend any "action" seeking compensatory damages but:

- a) the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
- b) we may investigate and settle any claim or "action" at our discretion; and
- c) our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under Coverage A, B or C.

2. Exclusions

This insurance does not apply to:

- a) "Property damage" expected or intended from the standpoint of the Insured.

- b) "Property damage" for which the Insured is obligated to pay by reason of the assumption of liability in a Contract or agreement. This exclusion does not apply to liability for compensatory damages that the Insured would have in the absence of the contract or agreement.
- c) "Property damage" for wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.

COVERAGE D. ERRORS AND OMISSIONS LIABILITY

1. Operative Clause

- a) We will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "wrongful act", to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B, C & D. We will have the right and duty to defend any "action" seeking those compensatory damages. But:
 - 1. the amount we will pay for compensatory damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2. we may investigate and settle any claim or "action" at our discretion; and
 - 3. our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments under Coverages A, B, D or E or medical expenses under Coverage C.
- b) This insurance applies to "wrongful act" only:
Committed in the "coverage territory" during the policy period; and arising out of the conduct of the business of the insured.

2. Exclusions

This insurance does not apply to:

- a) "Bodily injury", "personal injury" or "property damage".
- b) Your gaining in fact any personal profit or advantage to which you were not legally entitled.
- c) Acts of fraud or dishonesty.
- d) Any failure or omission on your part to effect and maintain insurance.
- e)
 - 1. claims or "action" seeking relief, or redress, in any form other than monetary damages;
 - 2. for fees or expenses relating to claims, demands or actions seeking relief or redress, in any form other than monetary damages.

COMMON EXCLUSIONS - COVERAGES A, C AND D

1. Pollution Liability

- a) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants
 - 1. at or from premises owned, rented or occupied by an Insured;
 - 2. at or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - 3. which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or any person or organization for whom the Insured may be legally responsible; or
 - 4. at or from any site or locations on which an Insured or any contractor or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
 - i. if the pollutants are brought on or to the site or location in connection with such operations; or
 - ii. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

- b) Any loss, cost or expense arising out of any governmental direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- c) Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

Paragraph a), b) & c) applies regardless of whether or not the pollution was accident, expected, gradual, intended, preventable or sudden.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Pollutants shall also mean a hazardous substance as defined under the Indian Public Liability Act 1991 and/or any statutory amendment made thereof or similar law in force.

"Waste" includes materials to be recycled, reconditioned or reclaimed.

Subparagraphs (1) and (4)i. of paragraph a) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire".

A **"hostile fire"** means one which becomes uncontrollable, or breaks out from where it was intended to be.

2. War Risks

"Bodily injury" or "property damage" due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. This also extends to war like action by military force including action in hindering or defending against any actual or expected attack.

3. Nuclear Energy Liability -

This insurance does not apply to any damages, loss, cost or expense arising out of any:

- a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, C AND D

We will pay, with respect to any claim or "action" we defend:

- a) All expenses we incur.
- b) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c) All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to Rs.5000/- a day because of time off from work.
- d) Interest on the full amount of a 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.

SECTION II - WHO IS AN INSURED

- a) If you are designated in the Declarations/Policy Schedule as:
1. An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
 2. A partnership or joint venture, you are an Insured. Your members, your partners and their spouses are also Insureds, but only with respect to the conduct of your business.
 3. An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.
- b) Each of the following is also an Insured:
1. Your employees or your volunteers, other than your executive officers, but only for acts within the scope of their employment by you or, in the case of volunteers, within the scope of their duties assigned by you. However, except as provided in below, none of these employees or volunteers is an Insured for:
 - i. "Bodily injury" or "personal injury" to any person who, at the time of injury, is entitled to benefits under any Workmen Compensation or disability benefits law or a similar law; or
 - ii. "Bodily injury" or "Personal Injury" arising out of his or her providing or failing to provide professional health care services; or
 - iii. "property damage" to property owned or occupied by or rented or loaned to that employee or volunteer, any of your other employees or volunteers, or any of your partners or members (if you are a partnership or joint venture). And no employee is an Insured for bodily injury or personal injury to you or to a co-employee whilst in the course of their employment or service.
 2. Any member while participating in or training for a sanctioned sporting or social event.
 3. Any person (other than your employees or volunteers), or any organization while acting as your real estate manager.
 4. Any person or organization having proper temporary custody of your property if you die, but only:
 - i. with respect to liability arising out of the maintenance or use of that property; and
 - ii. until your legal representative has been appointed.
 5. 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 policy.
 6. Municipalities, government departments, sponsors and owners of facilities in whose name you have agreed to provide insurance are added as additional Insureds, but only for their vicarious liability arising out of your operations.
- c) Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
1. Coverage under this provision is afforded only until the 60th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 2. Coverage A and C does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 3. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offence 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

- a) The **Limits of liability** shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. Insureds;
 2. Claims made or “actions” brought; or
 3. Persons or organizations making claims or bringing “actions”.
- b) The **Aggregate Limit** is the most we will pay for the sum of:
1. Compensatory damages under Coverage A - Bodily Injury and Property Damage Liability, arising out of the “products-completed operations hazard”.
 2. Compensatory damages under Coverage B - Personal and Advertising Injury Liability;
 3. Compensatory damages under Coverage C – Tenant’s Legal Liability
 4. Compensatory damages under Coverage D - Errors and Omissions Liability;
- c) Subject to b) above, the Each Occurrence Limit is the most we will pay for the sum of compensatory damages under Coverage A and Coverage B; and
- d) The Tenants’ Legal Liability Limit is the most we will pay under Coverage C for compensatory damages because of “property damage” to any one premises.
- e) Subject to b) above, the Errors and Omissions Liability Limit is the most we will pay under Coverage D for compensatory damages because of a “wrongful act”.
- f) **Deductible for Coverage A:** Bodily Injury and Property Damage and Legal Fees Expenses

It is agreed that our obligation under Coverage A to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the deductible amount stated in the declarations/Policy Schedule. The deductible amount applies to all compensatory damages because of bodily injury, property damages, legal fees and expenses as the result of any one occurrence. The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of occurrence, apply even though there is a deductible. We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

- g) Deductible for Coverage C (Tenants Legal Liability):

It is agreed that our obligation under this coverage to pay compensatory damages on your behalf because of “property damage” applies only to the amount of compensatory damages in excess of the deductible amount. The deductible amount applies to all compensatory damages because of property damage as the result of any one “occurrence”. The terms of the policy, including those with respect to (a) our rights and duties with respect to the defence of “actions”, and (b) your duties in the event of an “occurrence”, apply even though there is a deductible.

We may pay any part or all of the deductible amount to settle any claim or “action” and, upon notification of the action taken; you will promptly reimburse us for the part of the deductible amount that we have paid.

- h) Deductible for Coverage D: (Errors and Omissions Liability)

It is agreed that our obligation under Coverage D to pay compensatory damages on your behalf applies only to the amount of compensatory damages, legal fees and expenses in excess of the amount indicated in the Declarations. The deductible amount applies to all compensatory damages because of “wrongful act”, legal fees and expenses as a result of any one occurrence. The terms of the policy,



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including those with respect to (a) our rights and duties with respect to the defence of suits, and (b) your duties in the event of occurrence, apply even though there is a deductible.

We may pay any part or all of the deductible amount to settle any claim or suit, and upon notification of the action taken, you will promptly reimburse us for the part of the deductible amount that we have paid.

The limits of this policy 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 - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Insolvency or Bankruptcy

Insolvency or Bankruptcy of the Insured or of the Insured's estate will not relieve us of our obligations under this policy.

2. Indian Currency Clause

All limits of insurance, premiums and other amounts as expressed in this policy are in Indian rupees.

3. Cancellation -

- a) this insurance may be cancelled at any time by the insured giving written notice of cancellation to the company, in which case the company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the company on the notice to that effect being sent to the insured at least 15 days before cancellation, in which case the company will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation, provided that the company will be entitled to retain the agreed minimum premium.
- b) When the premium is subject to adjustment, cancellation will not affect the obligation of the insured to supply to the company such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations/Policy Schedule 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 and signed by one of our authorised representatives and made a part of this policy.

5. Notice

Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "Registered" means registered in India.

6. Duties in the Event of Occurrence, Claim or Action

- a) You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:
 1. how, when and where the "occurrence took place; and
 2. the names and addresses of any injured persons and of witnesses.

3. Nature and location of any injury of damage arising out of any circumstance.
- b) If a claim is made or “action” is brought against an Insured, you must see to it that we receive prompt written notice of the claim or “action”.
- c) You and any other involved Insured must:
 1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “action”;
 2. authorize us to obtain records and other information;
 3. cooperate with us in the investigation, settlement or defence of the claim or “action”; and
 4. allow us all reasonable access to your premises, records and other information.
- d) No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

7. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time.

8. Inspections and Surveys

We have the right but are not obligated to:

- a) Make inspections and surveys at any time and handover a copy of the report on the risk features or improvements we observe;
- b) Recommend any changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged.

Note: 1. We do not undertake to perform the duty of any person or organisation to provide for the health or safety of workers or the public and we do not make safety inspections, and

Note: 2. We, Our rating, advisory or similar organisation involved in inspections, surveys, reports do not warrant that conditions are safe or compliant with laws, regulations, code or standards.

9. Other Insurance

If there are any other insurance(s) available to the Insured for a loss we cover under Coverages A, B or C of this policy, our obligations are limited to:

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 any of the other insurance:

1. Property Insurance such as, but not limited to, Fire, Engineering Insurances or
2. Similar coverage for “your work” or for premises rented to you; or
3. if the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion (e) of Coverage A (Section 1).

When this insurance is excess we will have no duty under Coverage A, B or C to defend any claim or “action” that any other Insurer has a duty to defend. If no other Insurer defends, we will undertake to do so, but we will be entitled to all the Insured’s 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



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provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

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.

10. Non Accumulation of limits of Insurance:

If this insurance contract is one of several insurance contracts issued by us to you and/or your subsidiary organizations, any claim or **suit** which could be covered under two or more insurance contracts will be subject to the limits of insurance under the insurance contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one insurance contract.

11. Premiums

The first Named Insured shown in the Policy:

- a) Is responsible for the payment of all premiums; and
- b) Will be the payee for any return premiums we pay.

12. 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.

13. Separation of Insureds, Cross Liability

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned 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 "action" is brought.

14. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "action" or transfer those rights to us and help us enforce them.

15. 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 the rights and duties but only with respect to that property.

16. Compliance with application Trade Sanction Laws:

This insurance does not apply to the extent that trade or economic sanctions or other laws of regulations prohibit us from providing insurance.

17. Conformance:

In the event any term or condition of this insurance is found to be invalid, illegal or unenforceable, in whole or in part, such term or conditions or part thereof shall be deemed not to apply to this



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insurance. However, the validity, legality and enforceability of all other terms and conditions remains unchanged.

18. Grievances :

Any person who has a grievance against us, may himself or through his legal heirs make a complaint in writing to the insurance ombudsman in accordance with the procedure contained in the India Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules, however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation of the insured peril or Rs.20 lakhs (India Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by us upon prior written request by you.

19. Legal Action Against Us

No person or organisation has a right under this policy:

- a) To join us as a party or otherwise bring us into an "action" asking for compensatory damages from an Insured; or
- b) To sue us on this policy unless all of its terms have been fully complied with.

A person or organisation may sue us to recover on an "agreed settlement" or on a final judgement against an Insured obtained after an actual trial;

- a) Trial in a civil proceeding; or
- b) Arbitration or other alternative dispute resolution proceedings;

but we will not be liable for compensatory damages, loss, cost or expense that are not payable under the terms & conditions of this policy or that are in excess of the applicable limit of insurance.

The terms of conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organization sues us on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against us must be brought in and determined exclusively in the courts of India.

An "agreed settlement" means a settlement and release of liability signed by us, the Insured and the Claimant or the Claimant's legal representative. Every "action" or proceeding against us shall be commenced within one year next after the date of such judgment or agreed settlement and not afterwards. If this policy is governed by the laws of India, every action or proceeding against us shall be commenced within three years from the time the right of action arises.

SPECIAL EXCLUSIONS

a) Molestation exclusion

Attached to and forming part of the commercial general liability coverage as per wordings:

It is understood and agreed that this policy shall not apply to bodily injury (as defined herein) or personal injury (as defined herein) resulting from corporal punishment, sexual or physical abuse, sexual exploitation or other harmful acts by:

1. The insured or any occupant or resident of the insured's operation or premise.
2. Any employee of any insured, or
3. Any volunteer

It is further understood and agreed that the insurer shall not have any duty to defend any suit against the insured seeking damages on account of any such injury.

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



b) Liquor liability exclusion

Attached to and forming part of the commercial general liability coverage as per wordings, it is understood and agreed that:

The coverage provided under the commercial general liability coverage rider does not apply to liability occurring as a result of the selling, serving or offering of alcohol.

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

c) Forcible ejection exclusion

It is hereby understood and agreed that the indemnity provided by this policy excludes any loss or liability or claims arising out of the forcible ejection of any person or persons from the premises insured hereunder.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the above mentioned policy, other than as above stated.

The insured warrants compliance of the above exclusion and acknowledges that non-compliance shall void this policy.

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

d) Deductible clause endorsement

Attached to and forming part of the commercial general liability coverage as per wordings:

It is hereby understood and agreed that the insured shall bear up to the amount stated with respect to all claims, legal fees and adjusting expenses combined in any one loss, and the company shall only be liable for loss, damage or expense in the excess of that amount.

The terms of the policy, including those with respect to notice of loss and the insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible.

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

e) Absolute pollution exclusion endorsement

It is agreed that any exclusion in the policy relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

To bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water. This insurance also does not apply to any cost or expense arising out of any governmental demand or request that an insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any such irritants, contaminants or pollutants. This company shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for such damages, or any other relief. This exclusion shall not apply to liability for bodily injury or property damage arising out of water, smoke or soot due to a sudden unintended and unexpected fire happening during the period of insurance.

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

f) Policy territory endorsement

Attached to and forming part of the commercial general liability coverage as per wordings:



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It is understood and agreed that under the insuring agreement definition with respect to 'policy territory' is deleted in its entirety and replaced with definition in policy wording, section v – definitions, number 4.

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

g) Cyber/data exclusion

Applicable to all liability coverages of this policy for which coverage is included on the policy schedule the following exclusions are added:

This insurance does not apply to:

a. liability for:

- i. erasure, disruption, corruption, misappropriation, misinterpretation of data;
- ii. erroneously creating, amending, entering, deleting or using "data";

Including any loss of use arising therefrom;

b. "personal injury" arising out of the distribution, or display of "data", by means of an internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of "data".

Additional definition

The following definition is added to the policy.

"data" means representations of information or concepts, in any form.

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

h) U.S. exclusion

Attached to and forming part of the commercial general liability coverage as per wordings:

It is hereby understood and agreed that this policy excludes residents of the united states of america (USA) with respect to activities occurring in the usa.

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

i) Total asbestos exclusion

Attached to and forming part of the commercial general liability coverage as per wordings:

This insurance shall not apply to and does not cover any actual or alleged liability for any claim in respect of loss, damage, cost or expense directly or indirectly caused by, resulting from, or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

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

j) Contracted employees exclusion

Attached to and forming part of the commercial general liability coverage as per wordings:

It is hereby understood and agreed that contracted employees are excluded from this policy.

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

k) Fungi and Fungal Derivatives Exclusion Endorsement

Attached to and forming part of the Commercial General Liability Wording.

The following Exclusion is added to Section I, Common Exclusions – Coverages A, B AND C:

This insurance does not apply to:

- a. "Bodily injury", "property damage", "personal injury", "advertising injury" or Medical Payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi", "spores", bacteria, mildew and/or other micro organisms and viruses, however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose off "fungi", "spores", bacteria, mildew and/or other micro organisms and viruses,;
- b. any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of, "fungi", "spores", bacteria, mildew and/or other micro organisms and viruses, or
- c. any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the injury, damage or activity referred to in a. or b. above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

This exclusion does not apply to claims arising solely from the presence of bacteria in food products manufactured, sold, distributed or served by the Insured.

The following definitions are added to Insuring Agreement V. – Definitions:

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

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

Except as otherwise provided in this endorsement all terms and conditions of the form to which this endorsement is attached shall remain unchanged.

l) War and terrorism exclusion endorsement

Notwithstanding any provisions 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:

1. 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
2. any act of terrorism.

For this purpose of this endorsement an act of terrorism mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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 1 and/or 2 above. If the Insurers 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.

m) Underground services warranty:

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, we shall only indemnify you in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities, if prior to the commencement of works, the insured has enquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage being excluded from the cover.

All other terms & conditions remain unchanged.

- n) Failure to Supply Exclusion:** With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any failure or interruption to the supply by the insured of Electricity, Gas, Water and Telecommunications.
- o) Off Shore, Wet Works, Ports Exclusion:** No cover for contract works at Airports, Port, Wet Works and Offshore operations unless specifically declared and agreed by Insurer.
- p) Tobacco Exclusion:** This insurance does not apply to:
Any damages, loss, cost or expense arising out of the actual or alleged emergence, contraction, aggravation or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart disease or any other injury, sickness, disease or conditions of the human body as a result of the consumption or use of or exposure to the consumption or use of any **“tobacco product”**.
The investigation or defense of any claim made, suit brought or proceeding instituted against any insured; any cost, fine or penalty; or any other expenses for loss related to any of the above.
- q) Aircraft Products :** This insurance does not apply to any damages, loss, cost or expense arising out of any aircraft product or any missile or spacecraft, including any:
1. Article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any aircraft, missile or spacecraft, or furnished or used in connection therewith;
 2. Air or space communication, guidance or navigation system;
 3. Ground control, handling or support equipment or tools furnished or used in connection therewith;
 4. Equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;
 5. Blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the foregoing; or
 6. Engineering or other advice, instruction, labor or service relating to any of the foregoing.
- r) Enhancement, maintenance & prevention expenses :** This insurance does not apply to any loss, cost or expense incurred by you or others for any:
1. Enhancement or maintenance of any property; or
 2. Prevention of any injury or damage to any;
 - i. Person or organization; or
 - ii. Property you own, rent or occupy.
- s) Mobile Equipment Transportation:** this insurance does not apply to bodily injury or property damage arising out of the transportation of “mobile equipment” by a motor vehicle owned or operated by or loaned or rented to any insured.
- t) Professional Liability :** This insurance does not apply to any damages, loss, cost or expense arising out of the rendering of or failing to render professional service or advice, whether or not that service or advice is ordinary to the insured’s profession, regardless of whether a claim or suit is brought by a client or any other person or organization.

- u) Unapproved Goods or Products** : This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened hazardous properties of goods or products:
- A. Declared unsafe by any governmental or regulatory authority on the basis of such hazardous properties, regardless of whether such goods or products were declared unsafe before or after:
1. The goods or products were disposed of, distributed, handled, manufactured or sold; or
 2. Such damages were incurred; or
- B. Disposed of, distributed, handled, manufactured or sold without approval by the applicable governmental or regulatory authority.
- Subparagraph A. above does not apply to **“your product”**, to which this insurance applies, if such product was disposed of, distributed, handled, manufactured and sold before it was declared unsafe, provided it was not declared unsafe before the beginning of the policy period.

Note:

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

SECTION V – DEFINITIONS

1. **“Action”** means a civil proceeding in which compensatory damages because of “bodily injury”, “property damage” or “personal injury” to which this insurance applies are alleged. “Action” includes an arbitration proceeding alleging such damages to which you must submit only with our prior consent.
2. **“Advertising injury”** means injury arising out of one or more of the following offences:
 - a) Oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organisation’s goods, products or services;
 - b) Oral or written publication of material that violates a person’s right of privacy;
 - c) Misappropriation or advertising ideas of style of doing business.
3. **“Automobile”** means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads as per India Motor Vehicle Act 1988 & rules framed thereunder. This excludes mobile equipments.
4. **“Coverage territory”** means the Republic of India, unless expressly stated otherwise.
5. **“Bodily injury”** means physical bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **“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 the contract or agreement; such property can be restored to use by:
 - I. the repair, replacement, adjustment or removal of “your product” or “your work”; or
 - II. you fulfilling the terms of a contract or agreement.
7. **“Insured Contract”** means:
 - a) A lease of premises;
 - b) A sidetrack agreement;



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- c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d) Any other easement agreement;
- e) An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f) An elevator maintenance agreement; or
- g) That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay compensatory damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- I. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - II. under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured's rendering or failing to render professional services, including those listed in (i) above and supervisory, inspection or engineering services.
8. "**Occurrence**" means accident, including continuous or repeated exposure to substantially the same general harmful condition.
9. "**Personal injury**" means injury, other than "bodily injury", arising out of one or more of the following offences:
 - a) False arrest, detention or imprisonment;
 - b) Malicious prosecution;
 - c) Wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
 - 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; or
 - e) Oral or written publication of material that violates a person's right to privacy.
- 10.
- a) "**Products-completed operations hazard**" 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
 - i. products that are still in your physical possession; or
 - ii. work that has not yet been completed or abandoned.
 - b) "Your work" will be deemed completed at the earliest of the following times:
 - i. when all of the work called for in your contract has been completed;
 - ii. when all of the work to be done at the site has been completed if your contract calls for work at more than one site;
 - iii. when that part of 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.

Note: Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- c) This hazard does not include "bodily injury" or "property damage" arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.
- d) Does not include bodily injury or property damage arising out of:

- i. The transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaded or rented to you and that condition was created by the loading or unloading of that vehicle by any insured; or
- ii. The existence of tools, uninstalled equipment or abandoned or unused materials.

11. **“Property damage”** means:

- a) Physical injury to tangible property, including all resulting loss of use of that property; or
- b) Loss of use of tangible property that is not physically injured.
- c) Tangible property does not include any software data or information that is in electronic form.

12. **“Wrongful Act”** means:

- a) Any actual or alleged error or misstatement or misleading statement; or
- b) Any actual or alleged act or omission or neglect or breach of duty by an Insured.

13. **“Your product”**:

A. Means any :

1. Goods or products (other than real property) manufactured, sold, handled, distributed or disposed of by:
 - a. You;
 - b. Others trading under your name; or
 - c. A person or organization whose assets or business you have acquired;
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products;
3. Work or operations performed by;
 - a. You or on your behalf; or
 - b. A person or organization whose assets or business you have acquired; and
4. Materials, parts or equipment furnished in connection with the work or operations described in subparagraph A.3. above.

B. Includes:

1. Representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **“your product”**; and
2. The providing of or failure to provide instructions or warnings

C. Does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

14. **“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 warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in (a) and (b) above.

15. **Deemed Known –**

Deemed known means known by, or that should have been known from the standpoint of a reasonable person in the circumstances of:

- 1) You; or
- 2) Any of your directors, members, officers or partners (whether or not an employee). Officer will be deemed to include an officer’s designee.

Such injury, damage, claim, suit or circumstance, as applicable, will be deemed known at the earliest time when any such person described above:

- A. Reports all, or any part, of the injury, damage, claim, suit or circumstance to us or any other insurer;
- B. Receives a claim for damages in connection with the injury, damage or circumstance; or

- C. Becomes aware;
- 1) That the injury or damage has occurred or has begun to occur; or
 - 2) Of any actual, alleged or threatened injury, damage, claim or suit in connection with the circumstance.

16. Intellectual Property Laws or Rights –

Intellectual property law or right means any:

- a) Certification mark, copyright, patent or trademark (including collective or service marks);
- b) Right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- c) Other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- d) Other judicial or statutory law concerning piracy, unfair competition or other similar practices.

17. Mobile Equipment: 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 premises owned by or rented to you;
- 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 as graders, scrapers or rollers;
- E. Vehicles not described in subparagraphs 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; and
- F. Vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **motor vehicles**:

- A. Equipment designed primarily for;
 1. Snow removal;
 2. Road maintenance, but not construction or resurfacing; or
 3. Street cleaning;
- B. Cherry pickers and similar devices mounted on **motor vehicles** chassis and used to raise or lower workers;
- C. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; and

Mobile Equipment also does not include any land vehicle that is subject to the India Motor Vehicles Act, 1988 and the rules framed thereunder or any other compulsory or financial responsibility law or other **motor vehicle** insurance law.

18. Tobacco product means:

- a. Raw or cured tobacco;
- b. Cigars;
- c. Cigar wrappers;

- d. Cigar filters;
- e. Pipe tobacco;
- f. Snuff or chewing tobacco;
- g. Smokeless tobacco products;
- h. Cigarettes;
- i. Cigarette paper;
- j. Cigarette filters;
- k. Tobacco smoke or other gaseous or solid residues or by-products of tobacco use of consumption; or
- l. Any chemical, mineral or other product sprayed on, applied to or customarily found within or used in conjunction with any tobacco product.

Complaints / Grievance Redressal System

Shriram General Insurance Company Limited has put in place a mechanism administered by the Complaints / Grievance Co-ordinator who can be reached at the Corporate Office at the address mentioned herein below:

Contact Person: Hemant Kumar Sharma, Company Secretary
 Contact Address: Shriram General Insurance Co. Ltd.
 E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur – 302022
 Grievance Cell No.: 1800-180-7474, 1800-300-30000
 E-mail ID: md@shriramgi.com
 Fax No.: 91-141-2770693

Customized grievance Settlement Machinery:

In case, the customer is not satisfied with the decision taken by the office in respect of a service, he/she can appeal against the decision in the following manner:

- (a) If not satisfied with the decision taken by the dealing officer, can appeal to the Branch Manager.
 - (b) In case not satisfied with the reply given by the Branch Manager, matter may be brought to the notice of Grievance Cell, HO, headed by a senior executive which will be directly under the control of the MD.
- You can also reach us by email or register their complaints on the website of the Company. You may please take note that in case you are not satisfied with the complaint redressal procedure or complaint /resolution from the Company, you can approach the Insurance Ombudsman located in your region. The list of Ombudsmen is as under:

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri Amitabh	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U.Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014 Tel.079-27546150 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu

BHOPAL	Shri N.A.Khan	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri S.K.Dhal	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR - 751 009 Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri K.M.Chadha	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 nd floor, Batra Building Sector 17-D , CHANDIGARH - 160 017 Tel.: 0172-2706196 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Shri K.Sridhar	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI - 600 018 Tel. 044-24333678 Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Tamil Nadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)

NEW DELHI	Shri R.Beri	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI - 110 002 Tel. 011-23239611 Fax: 011-23230858 E-mail: iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri Sarat Chandra Sarma	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5th floor Nr. Panbazar Overbridge , S.S. Road GUWAHATI - 781 001 Tel. : 0361-2131307 Fax:0361-2732937 E-mail: omb_ghy@sify.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri P.A.Chowdary	Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD - 500 004 Tel. 040-23325325 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Shri James Muricken	Insurance Ombudsman Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , ERNAKULAM - 682 015 Tel: 0484-2358734 Fax:0484-2359336 E-mail: iokochi@asianetglobal.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry

KOLKATA	Shri K.Rangabhashyam	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road , 3 rd floor, KOLKATA - 700 001 Tel.:033-22134869 Fax: 033-22134868 E-mail : iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Shri M.S.Pratap	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW - 226 001 Tel.:0522-2201188 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
MUMBAI	Shri R.K.Vashishtha	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI - 400 054 PBX: 022-26106928 Fax: 022-26106052 E-mail: ombudsman@vsnl.net	Maharashtra