



Mega Risk Insurance Policy

[Type here]

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

PID NO - 10021 CIN: U85110MH2000PLC128425



Policy of Insurance

PREAMBLE

In consideration of the Insured having paid the premium for insurance as stated in the Schedule the Insurer shall indemnify the Insured to the extent hereafter described in this Policy in respect of any loss or damage in connection with the Business Insured during the Period of Insurance subject to the terms and conditions as stated in this Policy.

IN WITNESS WHEREOF the undersigned being duly authorised by the Company and on behalf of the Company has hereunto set his hand at Mumbai this day of 2006.

Service Tax Registration No: Insurance/Tata/Mumbai-I/1542/2001-02.

For Tata AIG General Insurance Company Ltd

Vice President - Operations

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



CONTENTS

SCHEDULE

SPECIFICATION NO.1

SPECIFICATION NO.2

SPECIFICATION NO.3

OPERATION OF THIS POLICY IN RELATION TO A LOCAL POLICY

SECTION I: PROPERTY DAMAGE INSURANCE

- A. PROPERTY INSURED
- B. PROPERTY EXCLUDED
- C. PERILS INSURED
- D. PERILS EXCLUDED
- E. ADDITIONAL COVERAGE
- F. VALUATION
- G. SPECIAL CONDITIONS

SECTION II: LOSS OF PROFITS INSURANCE

- A. SCOPE OF COVER
- B. BUSINESS INSURED
- C. SUM INSURED
- D. PERIOD OF CALCULATION
- E. PERIOD OF INSURANCE
- F. TIME EXCESS
- G. EXCLUSIONS
- H. BASIS OF LOSS SETTLEMENT
- I. ADDITIONAL COVERAGE

SECTION III: GENERAL TERMS AND CONDITIONS

SECTION IV: EXCLUSIONS APPLICABLE TO ALL SECTIONS

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



SECTION V: DEFINITIONS

SECTION VI: MARINE SECTION

SECTION VII: LIABILITY SECTION

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



SCHEDULE

POLICYHOLDER	M/s
ADDRESS	
INSURED	M/s
INSURER	M/s Tata AIG General Insurance Company Ltd
PERIOD OF INSURANCE	From To
PROPERTY INSURED	On basis as specified in Specifications.
LOSS OF PROFITS INSURED	On Gross Profit basis as specified in Specifications.
POLICY LIMIT	INR for Property Damage and Loss of Profits combined each and every loss.
DEDUCTIBLE (in respect of Property Damage)	INR each and every loss.
TIME EXCESS AND OTHER DEDUCTIBLES (in respect of Loss of Profits)	----- days, subject to a maximum of INR ---- each and every loss and a minimum of INR ----- each and every loss. However in respect of Additional Coverage 11. (Third Party Storage Sites) of Section II of this Policy the preceding paragraph shall not apply and there shall be applicable a Deductible of INR ----- each and every loss.
INDEMNITY PERIOD (in respect of Loss of Profits)	12 months
SUB-LIMITS	The Sub-limits specified in Specification 1 are combined for all the units within the ---- Corporation. The sub-limits specified in Specification 1 are also maximum indemnity payable by the Insurer for this All Risks Policy.
PREMIUM	Rs.
RENEWAL DATE	
SPECIFICATIONS	No. 1: Sub-limits of Liability No. 2: Described locations and Sums Insured No. 3: Insured's main manufacturing and sales structure

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013
24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com
Website: www.tataaiginsurance.com IRDA of India Registration No: 108
UIN NO - 10021 CIN: U85110MH2000PLC128425



SPECIFICATION NO.1

SUB-LIMITS OF LIABILITY

[Sub-limits of Liability for each and every loss are as follows:

SUBLIMITS FOR SECTION I PROPERTY DAMAGE

Base plate and Foundations (clause A. 1)	INR	each and every loss
Employees' Belongings (clause A. 3)	INR	each and every loss
Property of Others (clause A. 4)	INR	each and every loss
Own Property in Course of Construction (clause A. 5)	INR	each and every loss
Debris Removal (clause E. 1)	INR	each and every loss
Public Authorities (clause E. 2)	INR	each and every loss
Temporary Removal (clause E. 3)	INR	each and every loss
Expediting Expense (clause E. 4)	INR	each and every loss
Professional Fees (clause E. 5)	INR	each and every loss
Index and Investments (clause E. 6)	INR	each and every loss
Automatic Coverage (clause E. 7)	INR	each and every loss
Unscheduled Locations (clause E. 8)	INR	each and every loss Except at Named Suppliers and Customers of the Insured for which INR each and every loss.
Errors and Omissions (clause E. 9)	INR	each and every loss
Tenants and Neighbours Liability (clause E. 10)	INR	each and every loss
Leakage of oil (Clause E. 11)	INR	each and every loss
Cost of Clean-Up (Clause E. 12)	INR	each and every loss
"Fine Arts"	INR	each and every loss
"Money" and "Securities" in safe	INR	each and every loss
"Valuable Papers and Records"	INR	each and every loss

SUB-LIMITS FOR SECTION II LOSS OF PROFITS

Public Utilities Extension (clause I. 1)	INR	each and every loss
Group Interdependency (clause I. 2.1)	INR	each and every loss

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



Other dependencies (clause I. 2.2): Any companies as may be agreed prior to loss between the Insured and the Insurer	INR each and every loss
Denial of Access (clause I. 3)	INR each and every loss
Rental Value (clause I.4)	INR each and every loss
Delay Charges (clause I. 5) (Coverage for ----- Networks only)	INR each and every loss
Investment Projects (clause I.6)	INR each and every loss and in the annual aggregate. Subject to special time excess of --- days, however minimum of INR
Extra Expense (clause I. 7)	INR each and every loss

COMBINED SUBLIMITS FOR SECTION I AND SECTION II

“Flood”	INR each and every loss and in the annual aggregate, except: 100 year Flood Zones which limited to INR each and every loss and in the annual aggregate.
“Windstorm”	INR each and every loss and in the annual aggregate.
“Earth Movement”	INR each and every loss and in the annual aggregate
“Internal Machinery Breakdown” (see definitions)	INR each and every loss

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



SPECIFICATION NO.2
DESCRIBED LOCATIONS AND VALUES

	Values
Location 1	PD : INR
Location 2	PD : INR
Location 3	PD : INR

MD Value: INR

BI Value: INR

Total Value: INR



SPECIFICATION NO.3

INSURED'S MAIN MANUFACTURING LOCATION

Location Addressy

----- manufacturing



SECTION I PROPERTY DAMAGE INSURANCE

A. PROPERTY INSURED

Unless otherwise excluded, this Policy covers the following property whilst on the described locations as specified in the Schedule:

1. "real property" in which the Insured has an insurable interest.

However, base plate and foundations to a depth of 1 meter below earth level or below basement floor and pilework are covered up to the sub-limit stated in the Schedule

2. personal property owned by the Insured, including improvements and betterments in which the Insured has an insurable interest.

3. personal property, other than motor vehicles, of directors, officials and employees of the Insured.

Subject to the sub-limit stated in the Schedule.

4. personal property of others in the care, custody or control of the Insured, which the Insured is under an obligation to keep insured for physical loss or damage of the type insured against under this Policy.

Subject to the sub-limit stated in the Schedule.

5. property, structures and machinery owned by the Insured in course of construction or erection on the described locations as specified in the Schedule and materials and supplies of the Insured in connection with such construction or erection work.

Subject to the sub-limit stated in the Schedule.

B. PROPERTY EXCLUDED

This Policy does not cover, unless specifically endorsed and specified in the Schedule, loss or damage to:

1. "money" or "securities", except whilst in classified safe in the Insured locations specified in the Schedule up to the sub-limit stated in the Schedule.
2. furs, jewellery, precious stones or precious metals, historical or cultural monuments.
3. land including water or any substance in or on land, roads, pavements, piers, jetties, bridges, culverts or excavations.
4. livestock, animals, growing, standing and drying crops and timber.
5. motor vehicles licensed for road use, railway locomotives and/or rolling stocks, watercraft or aircraft.
6. property sold by the Insured under conditional sale, trust agreement, instalment plan or other deferred payment plan, after delivery to customers.
7. property in transit.
8. underground mines, caverns, tunnels and any property contained therein.
9. dams, dikes or reservoirs.

Tata AIG General Insurance Company Limited

10

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



10. transmission and/or distribution lines, including but not limited to wires, cables, poles, pylons, standards, towers or other supporting structures which may be attendant to the transmission and/or distribution of electrical power and/or telephone communications. This exclusion shall not apply to such property which is located on the insured premises.

C. PERILS INSURED

This Policy covers physical loss or damage to the insured property described in the Schedule, except as hereinafter excluded.

D. PERILS EXCLUDED

EXCLUSIONS APPLICABLE TO SECTION I OF THIS POLICY.

This Policy does not cover loss or damage caused by or resulting from:

1. indirect or remote loss or damage, delay or loss of market.
2. any risk covered by any other insurance.
3. disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
4. theft or attempted theft not involving entry to or exit from the premises by forcible and violent means or by violence or the threat of violence to the Insured or any employee of the Insured.
5. acts of fraud or dishonesty by the Insured or any employee of the Insured whether acting alone or in collusion with others.
6. the cost of repairing, replacing or rectifying insured property which is faulty or defective in material, workmanship, construction or design. If physical loss or damage occurred as a result of any fault or defect excluded herewith the Insurer shall nevertheless be liable for repair costs which are additional to the costs for rectifying such fault or defect had the damage not occurred.
7. loss attributable to manufacturing or processing operations which results in damage to stock or materials while such stock or materials are being processed, manufactured, tested or otherwise being worked upon; unless physical damage not otherwise excluded by this Policy results, in which case, this Policy shall cover only such resulting damage.
8. deterioration, depletion, rust, corrosion, erosion, wear and tear, inherent vice or latent defect; unless physical damage not otherwise excluded by this Policy results, in which case, this Policy shall cover only such resulting damage.
9. dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish; unless physical damage not otherwise excluded by this Policy results, in which case, this Policy shall cover only such resulting damage.
10. settling, cracking, shrinking, bulging, or expansion of pavements, foundations, walls, floors, or ceilings; unless physical damage not otherwise excluded by this Policy results, in which case, this Policy shall cover only such resulting damage.
11. extremes or changes of temperature damage (except damage to equipment) or changes in relative humidity damage, all whether atmospheric or not; unless physical damage, not otherwise excluded by this Policy results, in which case, this Policy shall cover only such resulting damage.



12. wind, rain, hail, sleet, snow, flood or dust in respect of fences and gates or movable property in the open.
13. pollution or contamination; unless such damage to the property insured directly results from physical damage caused by fire, lightning, explosion, aircraft, hurricane, typhoon, tornado, flood, earth movement, riot, civil commotion, malicious mischief, vandalism, strikers, locked out workers or persons taking part in labour disturbances.

E. ADDITIONAL COVERAGES

1. Debris Removal

This Policy is extended to cover the costs and expenses necessarily incurred by the Insured with the consent of the Insurer in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping

of the portion or portions of the property insured being destroyed or damaged by perils hereby insured against.

The Insurer will not pay for any costs or expenses:

- 1) incurred in removing debris except from the site of such property destroyed or damaged;
- 2) arising from pollution or contamination of property not insured by this Policy.

Subject to the sub-limit stated in the Schedule.

2. Public Authorities

This Policy is extended to cover such additional cost of reinstatement of the destroyed or damaged property as may be incurred solely by reason of the necessity to comply with building or other regulation under or framed in pursuance of any Act of Parliament or with bye-laws of any municipal or local authority.

Provided that

- 1) The amount recoverable under this extension shall not include
 - a) the cost incurred in complying with any of the aforesaid regulations or bye-laws:
 - in respect of destruction or damage occurring prior to the granting of this extension;
 - in respect of destruction or damage not insured by the policy;
 - under which notice has been served upon the Insured prior to the happening of the destruction or damage;
 - in respect of undamaged property or undamaged portions of property other than foundations of that portion of the property destroyed or damaged.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



- b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equivalent to its condition when new had the necessity to comply with any of the aforesaid regulations or bye-laws not arisen.
- c) the amount of any rate, tax, duty or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.
- 2) the work of reinstatement must be commenced and carried out without reasonable delay and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurer may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the regulations or bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
- 3) if the liability of the Insurer under any item of the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurer under this extension in respect of any such item shall be reduced in the same proportion.
- 4) the total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
- 5) all the terms and conditions of the policy except insofar as they may be hereby specifically amended shall apply as if they had been incorporated herein.

Subject to the sub-limit stated in the Schedule.

3. Temporary Removal

This Policy is extended to cover the property insured (other than stock) whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere at the same location or to any other location including whilst in inland transit in the country in which the locations herein insured are situated.

Subject to the sub-limit stated in the Schedule.

4. Expediting Expenses

This Policy is extended to cover reasonable and necessary extra costs of temporary repair of physical damage to property insured by this Policy and the extra costs of expediting the permanent repair or replacement of such damaged property resulting from physical damage insured against by this Policy.

In no event shall these Expediting Expenses include expense recoverable elsewhere in this Policy or the cost of permanent repair or replacement of the damaged property.

Subject to the sub-limit stated in the Schedule.

5. Professional Fees

This Policy is extended to cover architects' and surveyors', consultants', legal and other professional fees necessarily incurred in the reinstatement of the property insured consequent upon its damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such damage and that the liability for such damage and fees shall not exceed in the aggregate the limits of liability in respect of such property.

Tata AIG General Insurance Company Limited

13

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



Subject to the sub-limit stated in the Schedule.

6. Index and Investments

Notwithstanding clause 1.3 of the Difference in Conditions provision or provision 2. Difference in Limits this Policy covers the loss sustained by the Insured resulting from the application of an average or similar under-insurance condition at each location due to increase in prices and new investments during the insurance period.

The following terms apply to this provision:

- 6.1 The Insured shall as far as possible maintain sums insured which are commensurate with the full replacement cost or, where applicable, the indemnity value,
- 6.2 the Insurer's liability shall not exceed the sub-limit specified in the Schedule,
- 6.3 in the event of the Insurer being liable under this provision, an additional premium is payable calculated on the amount of the Insurer's liability and backdated to the last renewal date before the loss.

The Insurer has a right to review or to have reviewed annually all sums insured.

Subject to the sub-limit stated in the Schedule.

7. Automatic Coverage (New acquisitions reported within 60 days)

This Policy covers property of the Insured, including Loss of Profits, at any new location rented, leased or purchased by the Insured after the inception date of this Policy for the Period of sixty (60) days from date of acquisition of such location. No coverage is provided under this clause on property in transit, property insured elsewhere in this Policy or property at any location insured in this Policy.

Subject to the sub-limit stated in the Schedule.

8. Unscheduled locations

This Policy also covers property of the Insured at any unscheduled location situated in the country specified in the separate appendix attached to Specification 2. No coverage is provided under this clause on property in transit, property insured elsewhere in this Policy or property at any location insured in this Policy.

Subject to the sub-limit stated in the Schedule.

9. Errors and Omissions

In the event of physical loss or damage to property of the Insured located in the country in which the locations herein insured are situated and such loss or damage is not payable under this Policy solely because of:

9.1 any error or unintentional omission in the description or location of property insured under this Policy, which error or omission existed at the inception date of this Policy; or

9.2 any error or unintentional omission in the description or location of property insured under this Policy, in any subsequent amendments to this Policy; or

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



9.3 failure through error or unintentional omission to include

9.3.1 any location owned or occupied by the Insured at the inception date of this Policy, or

9.3.2 any location newly acquired or occupied during the term of this Policy and not reported within sixty (60) days (see Automatic Coverage above); or

9.3.3 any error or unintentional omission which results in cancellation of property insured under this Policy,

such loss or damage shall be insured by this Policy only to the extent this Policy would have provided coverage had the error or unintentional omission not been made, up to the sub-limit specified in the Schedule.

If this Policy is endorsed to include Loss of Profits coverage, the sub-limit shall be the maximum amount collectible under this Policy for physical loss or damage insured against by this Policy for each and every loss.

It is a condition of this coverage that such error or unintentional omission shall be reported and corrected when discovered.

10. Tenants And Neighbours Liability

This Policy extends to indemnify the Insured against the Liability, which the Insured incurs:

- as tenant under the articles of any civil or commercial code, because of damage to real or personal property by a peril insured against,
- under the articles of any civil or commercial code for damage to real or personal property from a peril insured against spreading from the Insured's premises to the premises of neighbours and co-tenants,
- as landlord under articles of any civil or commercial code for damage to the personal property of tenants by a peril insured against as a result of constructional defects or lack of maintenance.

Subject to the sub-limit stated in the Schedule.

11. Leakage of Oil

This Policy is extended to cover loss of or damage to real and personal property or on third party property occasioned by sudden and unforeseen leakage of oil from any fixed oil tank, pipes or apparatus in so far as this loss or damage is for the Insured's account.

This Policy further covers the costs incurred in order to locate the rupture or the defect, including the necessary structural disturbance and repair of the walls, floors and other parts of the building.

Leakage shall also mean overflowing.

Subject to the sub-limit stated in the Schedule.

12. Cost of Clean-Up

This Policy is extended to cover the costs of decontamination or removal of the insured property and/or water, soil or any other substance on or under the insured premises made necessary as a result of such direct physical loss or damage not excluded by this Policy, if such costs are incurred as a result of

Tata AIG General Insurance Company Limited

15

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



an order issued by a government agency, court or other fully recognized authority pertaining to the insured property and/or water, soil or any other substance on or under the insured premises, provided the cover under this Additional Coverage is limited to the costs incurred in:

- 12.1 carrying out a survey and, when necessary, cleaning or replacing the soil;
- 12.2 treatment at a hazardous waste processing plant, or transport to the nearest suitable refuse dump or storage site, including the cost of storage;
- 12.3 restoring the water, soil or any other substance on or under the insured premises to the state which existed before the loss, destruction or damage.

The insurance under this Additional Coverage does not cover costs for carrying out the measurements demanded by the authorities or could have been demanded before the insurance event took place.

It is a condition precedent to recovery under this Additional Coverage that the Insurers shall have paid or agreed to pay for direct physical loss or damage to the Property Insured hereunder unless such payment is precluded solely by the operation of any excess and that the Insured shall give notice to the Insurers of intent to claim for cost of clean up or cost of decontamination NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

This Additional Coverage does not cover fines or penalties incurred or sustained by the Insured or imposed on the Insured at the order of a government agency, court or other authority, in connection with any kind or description of environmental impairment, including seepage or pollution or contamination from any cause.

Nothing in this Additional Coverage shall override any radioactive contamination exclusion in the Policy in which this Additional Coverage is included.

Subject to the sub-limit stated in the Schedule.

F. VALUATION

1. Declared Value

At the inception of each "Period of insurance" the Insured shall notify the Insurer the declared value of the property insured. In the absence of such declaration the last amount declared by the Insured shall be taken as the declared value for the ensuing "Period of insurance".

Declared value shall mean the Insured's assessment of the cost of reinstatement or the actual cash value of the property insured calculated in accordance with paragraph 2. below at the level of costs applicable at the inception of the "Period of insurance".

2. Calculation of the Loss Amount

The basis upon which the amount payable is to be calculated, in the event of the property insured being lost destroyed or damaged, shall be the following:

2.1 The reinstatement cost of the property lost destroyed or damaged.

Reinstatement means:

- a) The rebuilding or replacement of property lost or destroyed.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



The rebuilding or replacement may be carried out on the same or another site in any manner suitable to the requirements of the Insured provided that the liability of the Insurer is not thereby increased.

- b) The repair or restoration of property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

The liability of the Insurer for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.

2.2 The actual cash value of the property lost, destroyed or damaged

- a) in the event that the property lost destroyed or damaged is not repaired rebuilt or replaced on the same or another site within two years from the date of loss;
- b) if the property lost destroyed or damaged is obsolete or useless to the Insured;
- c) if the actual cash value immediately prior to the loss was less than half of the replacement value.
- d) Actual cash value shall mean the cost to rebuild or replace the property in kind, less depreciation and obsolescence.

The provisions issued on taxation (including Value Added Tax) shall be taken into account in Calculation of the Loss Amount.

2.3 The total liability of the Insurer under this Policy shall not exceed the lesser of the following:

- a) the cost to repair, or
- b) the cost to rebuild or replace, on the same site, with new materials of equivalent size, kind and quality, or
- c) the actual expenditure incurred in rebuilding, repairing or replacing the damaged or destroyed property on the same or another site, but not to exceed the size and operating capacity that existed at the time of loss,

all as of the time when, with due diligence, and dispatch, rebuilding, repairing or replacement of the damaged or destroyed property could be effected.

2.4 The following property shall be valued as described below:

- a) "stock in process"; the value of raw materials and labour expended plus the proper proportion of overhead charges;
- b) "finished stock" or finished goods manufactured by the Insured; the regular cost selling price at the location where the loss occurs, less all discounts and charges to which the merchandise would have been subject had no loss occurred;
- c) "raw stock" or raw materials, supplies and other merchandise not manufactured by the Insured; the replacement cost;

Tata AIG General Insurance Company Limited



- d) wire, felts, moulds, jigs and fixtures, dies, small tools, patterns, contractors' equipment, employees' personal property and personal property of third parties; the actual cash value, however not exceeding the cost to repair or replace the property with material of similar kind and quality.
- e) "valuable papers and records"; the lesser of the following:
 - (i) the cost to repair or restore the valuable paper or record to the condition that existed immediately prior to the loss; or
 - (ii) the cost to replace the "valuable paper or record";subject to the sub-limit stated in the Schedule.
- f) "fine arts"; the lesser of:
 - (i) the cost to repair or restore the article to the condition that existed immediately prior to the loss; or
 - (ii) the cost to replace the article; or
 - (iii) the value designated for the article on the Schedule of "Fine Arts".

In the event that a scheduled article is part of a pair or set, and a physically damaged article cannot be repaired or restored to the condition that existed immediately prior to the loss or replaced, the Insurer shall be liable for the full amount of the value of such pair or set as designated on the Schedule of "Fine Arts" and the Insured shall agree to surrender the remaining article(s) of the pair or set to the Insurer.

3. Payment of Loss or Damage

No payment shall be made

- 3.1 in respect of property damaged until the cost of reinstatement has actually been incurred.
- 3.2 exceeding the actual cash value of the property lost or destroyed until the reinstatement cost has actually been incurred.

G. SPECIAL CONDITIONS

1. Strikes Riots and Civil Commotion

The cover provided by this Section of this Policy in respect of physical loss or damage caused by or resulting from "riot", "civil commotion", "malicious mischief", "vandalism", strikers, locked-out workers or persons taking part in labour disturbances excludes:

- 1.1 loss or damage when the premises are left vacant or disused;
- 1.2 loss or damage resulting from cessation of work.

2. Flood

The cover provided by this Section of this Policy in respect of physical loss or damage caused by or resulting from "Flood" excludes:

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



2.1 property in the Netherlands, it being agreed that for the purposes of this exclusion the meaning of the word "Flood" is limited to "inundation by salt water";

2.2 property in transit.

3. Windstorm

The cover provided by this Section of this Policy in respect of physical loss or damage caused by or resulting from "Windstorm" excludes:

2.1 property in the Netherlands;

2.2 property in transit.

4. Fine Arts

The cover provided by this Section of this Policy in respect of physical loss or damage to "Fine Arts" is limited to "fine arts" as described in the Schedule of "Fine Arts" whilst in the Insured locations specified in the Schedule.

The cover provided by this Section of this Policy in respect of physical loss or damage to "Fine Arts" excludes:

4.1 loss or damage from any repairing, restoration or retouching process;

4.2 loss or damage to property on exhibition at fair grounds or at locations of national or international expositions unless the locations are specifically described in this Policy.

Subject to the sub-limit stated in the Schedule.

5. Electronic Data Processing Media Valuation

Notwithstanding clause F ("Valuation") of this Section 1, should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.



SECTION II LOSS OF PROFITS INSURANCE

A. SCOPE OF COVER

The cover provided by this Section II of the Policy shall operate so as to indemnify the Insured up to the Policy Limit (subject to any applicable Sub-Limit, Time Excess or Deductible) stated in the Schedule against any loss of any Interest Insured, if at any time during the Period of Insurance an event occurs that gives rise to physical loss or damage to the Property Insured where such physical loss or damage is covered under the Section I Property Damage Insurance and where such physical loss or damage causes an interruption of or interference to the Business Insured.

1. The indemnity for the loss of Interest Insured shall be in respect of:
 - 1.1 Gross Profit the loss actually sustained during the Indemnity Period resulting from a reduction in the Turnover including any Increased Cost of Working or
 - 1.2 Specified Standing Charges; the amount actually not realised during the Indemnity Period resulting from a reduction in the Turnover including any Increased Cost of Working and/or
 - 1.3 Extra Costs or other insurable interests in accordance with that which has been stated in the Schedule, e.g. agreed income, revenue costs or additional costs.
 - 1.4 The amount of indemnity payable shall not exceed the amount of the Sum Insured (after the application of the Automatic Coverage Additional Coverage) during the Indemnity Period.

B. BUSINESS INSURED

The commercial operation of the property insured as specified in the Schedule.

C. SUM INSURED

The basis of the calculation of the Sum Insured for each separate insurable interest is stated in the Schedule.

Sum Insured shall mean the sum (as estimated by the Insured at the inception of this Policy) of the Gross Profit and/or Specified Standing Charges and/or Extra Costs or other insurable interests as defined in the Schedule for the Period of Calculation.

D. PERIOD OF CALCULATION

The Period of Calculation is based on the Indemnity Period. If the Period of Calculation is other than that of a full year duration, then the Period of Calculation shall be extended to a full year.

The Period of Calculation shall begin upon the commencement of the Period of Insurance. Where the Loss Period and the Indemnity Period extends beyond the Period of Calculation as defined above, the Period of Calculation shall be duly amended to end at the cessation of the loss of profit, but not beyond the expiry of the Indemnity Period.

E. PERIOD OF INSURANCE

The Period of Insurance shall be the period specified in the Schedule.

F. TIME EXCESS

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



The Insurer shall not be liable, in any single loss occurrence, for the amount obtained by multiplying the average "daily value" of the loss of the "Interest Insured" sustained during the "Indemnity Period", by the number of days specified in the Schedule as the Time Excess or for the amount of any Deductible which may be specified in the Schedule.

G. EXCLUSION APPLYING TO THIS SECTION

The Insurer shall not be liable under this section for any loss of "Interest Insured" resulting from an interruption of or interference with the "Business Insured" caused by

1. loss or damage covered under the Section I Property Damage Insurance respectively, unless expressly specified as being included within the scope of cover in the Schedule;
2. an indirect loss or a loss which occurs after the date when the items lost, destroyed or damaged are in operational condition again and the "Business Insured" could have been resumed.
3. loss or damage to finished goods;
4. The Insurer shall not be liable for the amount of any fines or damages for breach of contract, for late or non-completion of orders, or for penalties of whatever nature.

H. BASIS OF LOSS SETTLEMENT

In the event of an interruption of or interference with the "Business Insured" the basis of the Loss Settlement under this section shall be as follows:

1. Loss of Gross Profit
 - 1.1 In respect of loss of "Gross Profit", the Insurer shall pay the amount obtained by multiplying the "Rate of Gross Profit" with the amount by which the actual "Turnover" realised during the "Indemnity Period" falls short of the "Turnover" which would have been achieved had the loss or damage not occurred.
 - 1.2 If the Sum Insured (after the application of the Automatic Coverage Additional Coverage) is less than the amount obtained by multiplying the "Rate of Gross Profit" with the "Turnover" calculated for the "Period of Calculation", then the amount payable shall be reduced accordingly.
2. "Specified Standing Charges"
 - 2.1 In respect of "Specified Standing Charges", the Insurer shall pay the amount obtained by multiplying the percentage by which the actual "Turnover" realised during the "Indemnity Period" falls short of the "Turnover" which would have been achieved had the interruption of or interference with the "Business Insured" not occurred with the amount of "Specified Standing Charges" incurred during the said interruption or interference (see Clause A 1.2).
 - 2.2 If the Sum Insured (after the application of the Automatic Coverage Additional Coverage) is less than the amount obtained by multiplying the "Rate of Gross Profit" with the "Turnover" calculated for the "Period of Calculation", then the amount payable shall be reduced accordingly.
3. "Increased Cost of Working"
 - 3.1 In respect of the "Increased Cost of Working", the Insurer shall pay the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in "Turnover" which, but for such expenditure would have occurred during the "Indemnity Period".



3.2 The amount of indemnity payable shall not exceed the amount of the loss of Interest Insured thereby avoided.

4. Extra Costs and Other Insured Interests

4.1 The Loss Amount in respect of Extra Costs shall be calculated in accordance with the agreed method as specified in the Schedule.

4.2 The Loss Amount in respect of other Insured Interests shall be determined in accordance with what has been insured and specified in the Schedule (see also Clause A 1.3).

5. Calculation of the "Rate of Gross Profit" and "Turnover"

5.1 When calculating the "Rate of Gross Profit" and "Turnover"; the following shall be taken into consideration:

5.1.1 the trend of the "Business Insured"

5.1.2 any variations in or other circumstances affecting the "Business Insured" either before or after the loss or damage or which would have affected the "Business Insured" had the loss or damage not occurred;

5.1.3 any benefits from deferred inter-company or intra-group sales or from increased production and/or profits as a consequence of an interruption of or interference with the "Business Insured" within the company or group which the Insured receives during the loss or damage and during a period of six months immediately following the start-up of the insured plant and/or machinery after the said loss or damage.

5.1.4 allowance for the time spent on any overhauls, inspections or modifications carried out during the period the "Business Insured" was affected by the interruption or interference.

5.1.5 any money paid or payable in respect of goods sold or services rendered elsewhere than at the insured premises for the benefit of the "Business Insured" either by the Insured or by another party acting on behalf of the Insured.

5.1.6 any amount saved during the "Indemnity Period" in respect of any charges and expenses of the "Business Insured" payable out of the "Gross Profit" that may cease or be reduced as a consequence of the loss or damage, so that the final amounts represent as closely as may be reasonably practical the results which the Insured Business would have achieved during the "Loss Period" had the loss or damage not occurred.

5.1.7 In the event of an interruption of or interference with the "Business Insured" occurring during the first year of commercial operation of the "Business Insured", the amount of the indemnification shall be calculated on the basis of the "Rate of Gross Profit" and "Turnover" for the 12 months following the cessation of the interruption of or interference with the "Business Insured".

5.1.8 If the Insured Business activity is discontinued after a loss or damage, then the amount of the Loss of Profits shall be calculated for the period of time that, based on experience, would have been required to resume the Insured Business activity, however this shall be limited to the "Indemnity Period". The Insured shall be indemnified for the part of the calculated amount corresponding to the net profit and to any amount actually expended, if this amount is included in the Sum Insured.

I. ADDITIONAL COVERAGES

Tata AIG General Insurance Company Limited



1. Public Utilities Extension Clause

The Insurer shall indemnify the Insured for any loss of profits immediately caused by physical loss or damage insured against by this Policy, occurring during the "Period of Insurance" and within the country the site is situated in, to plants and substations of public utilities (electricity, steam, gas, water, telecommunications) used by the insured for the purpose of the insured business activity, subject however, to the Terms and Conditions of this Policy. Coverage under this clause does not include transmission and distribution lines.

Subject to the sub-limit stated in the Schedule.



2. Dependencies

2.1 Group Interdependency

If physical loss or damage insured against by this Policy occurs during the Period of Insurance, the Insurer shall indemnify the Insured for any resulting loss of profits at any ---- included within the ---- Property Damage programme but which does not form part of the same ----- Business Group as the location suffering the said physical loss or damage.

Subject to the sub-limit stated in the Schedule.

If physical loss or damage insured against by this Policy occurs during the Period of Insurance, the cover provided by Section of this Policy for any resulting loss of profits at any location forming part of the same ----- Business Group as the location suffering the said physical loss or damage shall be subject to the Policy Limit as stated in the Schedule.

2.2 Other Dependencies

The Insurer shall also indemnify the Insured for any loss of profits not coverable under clause 2.1 above (Group Interdependency) immediately caused by a physical loss or damage, insured against by this Policy, which occurs during the "Period of Insurance" at the locations of specific companies as specified in the Schedule of this Policy, subject however, to the Terms and Conditions of this Policy.

Subject to the sub-limit stated in the Schedule.

3. Denial of Access Clause

The Insurer shall indemnify the Insured for any loss of profits immediately caused by any compulsory orders given by competent Public Authorities on the basis of a physical loss or damage insured against by this Policy, occurring during the "Period of Insurance" to property **within 1.5 km** of the location of property insured by this Policy, which prevents or hinders the use of the property or access thereto, irrespective of whether or not the location of the property insured by this Policy is damaged or not.

Subject to the sub-limit stated in the Schedule.

4. Rental Value

This Policy shall cover the interest of the Insured in loss of rental income, or the additional rental expense as a tenant, resulting from the necessary untenability of a building or structure caused by a physical loss or damage insured against by this Policy to such building or structure.

In determining the amount of loss sustained, due consideration shall be given to the rental experience before the date of loss and the probable experience thereafter had no loss occurred and in the case where the Insured is the lessee, consideration will be given to the excess of the rental value of such premises over the actual rent payable.

From any claim allowable under above, the charges and expenses of the business that may cease or be reduced as a consequence of the loss, destruction or damage during the indemnity period shall be deducted.

Subject to the sub-limit stated in the Schedule.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



5. Delay Charges

This Policy is extended to cover the contractual delay charges as a consequence of any damage, indemnifiable under this Policy, to property under erection as specified in the delivery contract and occurring before the project has been delivered or otherwise taken over.

Any other consequential losses including but not limited to consequential losses of clients are not covered under this extension.

This extension shall apply only to delay charges of companies and units belonging to ---- Networks as specified in the Schedule. Subject to the sub-limit stated in the Schedule.

6. Investment Projects

The Insurer shall indemnify the Insured for any loss of profits immediately caused by an indemnifiable physical loss or damage, occurring during the "Period of Insurance" at the insured premises (as per inception date of this Policy) and causing a delay in planned start up of a production line under installation or other extension.

In respect of this clause the indemnifiable physical loss or damage shall refer to Material Damage, as defined in Section I, Material Damage of the CAR/EAR Policy wording issued to ----- Corporation.

Subject to the sub-limit stated in the Schedule.

7. Extra Expense

This Policy is extended to cover the Extra Expense incurred by the Insured during the "Indemnity Period" in order to continue as nearly as practicable the normal operations of the Insured's business following:

- 7.1 a covered physical loss or damage of the type insured against by this Policy, to property not otherwise excluded by this Policy, utilised by the Insured and located as described elsewhere in this Policy;
- 7.2 loss covered under any of the preceding Additional Coverages included in this Section of this Policy.

Subject to the sub-limit stated in the Schedule.

For the purposes of this Additional Coverage, the Extra Expense is defined as the excess (if any) of the total cost incurred during the "Indemnity Period" chargeable to the operation of the Insured's business, over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss or damage occurred. Any salvage value of property obtained for temporary use during the "Indemnity Period", which remains after the resumption of normal operation, shall be taken into consideration in the adjustment of any loss hereunder.

There shall be no liability under this Additional Coverage for:

- 7.3 loss of income;
- 7.4 the cost of repairing or replacing any real or personal property, or the cost of research or other expense necessary to replace or restore books of account, abstracts, drawings, card index systems or other records (including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing) that have been lost or damaged by peril(s)

Tata AIG General Insurance Company Limited

25

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



insured against by this Policy, except cost in excess of the normal cost of such repair, replacement or restoration necessarily incurred for the purpose of reducing loss under this Policy. In no event shall such excess cost exceed the amount by which the total Extra Expense loss otherwise payable under this Policy is hereby reduced; or

7.5 any other consequential or remote loss; or

7.6 any expenses covered under other coverage parts or endorsements to this Policy.

8. Third Party Storage Sites

The Insurer shall indemnify the Insured for any loss of profits immediately caused by a physical loss or damage insured against by this Policy, if the said physical loss or damage occurs during the "Period of Insurance" at premises where property of the Insured is stored, which premises:

8.1 are not occupied by the Insured; or

8.2 are premises of the Insured but are not operated by the Insured.

For the purposes of this Additional Coverage property of the Insured at the premises referred to in 8.1 and 8.2 above shall not be considered to be in transit.



SECTION III GENERAL TERMS AND CONDITIONS

The following conditions shall apply to all Sections of this Policy including any endorsements attached hereto.

1. TITLES OF CLAUSES

The titles of the various clauses of this Policy (and of endorsements included in this Policy) are solely for reference and shall not in any way affect the provisions to which they relate.

2. LIMITS OF LIABILITY

The Insurer's liability under this Policy arising out of one occurrence for any of the property or interests insured hereunder alone or in any combination or all combined shall not exceed the Policy Limit stated in the Schedule nor shall the Insurer's liability exceed any specific (sub)limit of liability applying to any insured loss, coverage, or location(s).

3. TERRITORY

The insurance provided by this Policy applies to scheduled locations and to other locations as described under the various extensions and endorsements to this Policy.

4. DEDUCTIBLE

In each case of loss or damage covered by this Policy, the Insurer shall not be liable unless the Insured sustains loss or damage in a single occurrence greater than any applicable deductible provided elsewhere in this Policy and then only for its share of that greater amount. When this Policy covers more than one location, the deductible shall apply against the total loss or damage covered by this Policy in any one occurrence.

If two or more deductible amounts provided in this Policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible applicable unless otherwise provided in this Policy.

If this Policy insures against both physical damage to property and Loss of Profits, the deductibles as shown in this Policy shall apply separately to each such coverage, even if both are involved in a single occurrence, unless otherwise provided in this Policy.

5. CONSEQUENTIAL DAMAGE

In the event of direct physical loss or damage insured by this Policy to any property situated on the described locations and if such loss or damage, without the intervention of any other independent cause, results in a sequence of events which causes physical loss or damage to other property insured by this Policy, then this Policy will cover such resulting loss or damage. Nothing in this clause shall be deemed to extend this insurance to property which is otherwise specifically excluded from coverages by the terms and conditions of this Policy.

The liability of the Insurer includes only the physical loss or damage incurred during such period as would be required with the exercise of due diligence under normal conditions to repair or replace the lost or damaged property, and does not include any liability resulting from inability of the Insured to make repairs or replacements because of strikes or labour disputes.



6. REQUIREMENTS IN CASE OF LOSS

The Insured shall give immediate written notice to the Insurer of any loss, protect the property and the business operations from further loss or damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the lost, destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value, replacement cost and amount of loss claimed; and within ninety (90) days after the loss, unless such time is extended in writing by the Insurer, the Insured shall render to the Insurer a proof of loss, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following: the time and origin of the loss, the interest of the Insured and of all others in the property, the actual cash value of each item thereof, the amount of loss thereto, the replacement cost, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this Policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all Policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The Insured, as often as may be reasonably required shall exhibit to any person designated by the Insurer all that remains of any property herein described, and submit to examinations under oath by any person named by the Insurer, and subscribe the same; and, as often as may be reasonably required, shall produce for examination at the request of the Insurer all books of account, business records, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Insurer or its representative, and shall permit extracts and copies thereof to be made.

The Insured shall be obligated to keep for the "Period of Insurance" and the "Period of Calculation" complete records of the "business insured", including without limitation - inventories, production and balance sheets for the three preceding years. All records shall be held in safe keeping and, as a precaution against their being simultaneously destroyed, the Insured shall keep separate sets of such records.

The Insured shall at his own expense produce and furnish to the Insurer such books of account and other business books or other evidence as may reasonably be required by the Insurer for the purpose of investigating or verifying the claim together with, if required, a statutory declaration of the truth of the claim and of any matters connected therewith like the proof of the loss.

The Insurer and the Insurer's agents shall have unlimited access to the premises where a loss or damage has occurred for the purpose of establishing the possible cause and extent of the loss or damage, its effect on the interest insured, to examine the possibilities for minimising the interruption of or interference with the "business insured", and if necessary to make reasonable recommendations for the avoidance or minimisation of such interruption or interference.

If the Insured or anyone acting on his behalf hinders or obstructs the Insurer in any way or does not comply with any recommendations the Insurer may make pursuant thereto all benefits under this Section shall be forfeited.

In a case where a mortgagee has a right to an indemnity, no indemnity will be paid to the Insured until demonstrated by the Insured that the property is free of mortgages, or that the mortgagees have given their consent that the indemnity be paid to the Insured.

The Insurer shall not be obliged to pay any indemnity unless the party entitled to the indemnity makes his claim within 12 months from the date on which he became aware of the

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



eligibility of the loss, but no later than 24 months from the date of which the loss occurred. If a claim is not made within the time limits, the claimant's right to indemnity shall be forfeited.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



7. CURRENCY CLAUSE

Unless otherwise agreed and specified in the Schedule, all amounts used herein are in INR. Premiums and losses shall be payable in INR and losses shall be adjusted with and payable to the Insured.

8. INSURER OPTION

It shall be optional with the Insurer to take all, or any part of the property at the agreed value, or to repair, rebuild or replace the property physically lost or damaged with other of similar kind and quality, within a reasonable time, on giving notice of its intention so to do within sixty (60) days after receipt of the proof of loss herein required.

9. BRANDS AND LABELS

The Insured shall have full rights to possession of all goods bearing embossed or indented brands or labels or other permanent markings identifying the Insured as the manufacturer thereof, or the sale of which carries or implies a guarantee of the supplier or of the Insured, or exclusive and/or secret formulas that may be involved in any loss hereunder, and shall retain control of all such goods.

In the event of damaged interests hereunder being repaired, where repairs by any other party would prejudice the rights of the Insured in terms of the manufacturer's guarantee, warranty or similar proviso, the Insured may stipulate the repairers to be used and the manner and place of repair.

The Insured, exercising a reasonable discretion, shall be the sole judge as to whether the damaged goods involved in any loss hereunder are suitable for marketing and no goods deemed by the Insured to be unfit for marketing shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow Insurers any salvage obtained on any sale or other disposition of such goods.

10. ABANDONMENT

There can be no abandonment to the Insurer of any property.

11. SETTLEMENT OF CLAIMS

The amount of loss for which the Insurer may be liable shall be payable sixty (60) days after proof of loss, as herein provided, is received by the Insurer and ascertainment of the amount of loss is made either by agreement between the Insured and the Insurer expressed in writing or by the filing with the Insurer of an award as herein provided.

12. SUBROGATION

The Insurer may require from the Insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by the Insurer. Any recovery as a result of subrogation proceedings arising out of a loss occurrence, after expenses incurred in such subrogation proceedings are deducted, shall accrue to the Insured in the proportion that the deductible amount and/or any provable uninsured loss amount bears to the entire provable loss amount.

13. REDUCTION BY LOSS

Any loss hereunder shall not reduce the amount of this Policy.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



14. OVER-INSURANCE

If the Sum Insured exceeds the insurable value, the Insurer will only pay an indemnity based on the insurable value of the insurable interest.

15. DISCLOSURE

15.1 Limited Disclosure Duty

The Insureds and the Insurer have agreed that specific and limited disclosure duties are owed by the Insureds in respect of the subject matter insured under or by virtue of this Policy as set out in this General Condition 16.

15.2 Disclosure based on knowledge of Information Holders

The Insureds represent that, so far as the Information Holders are aware and as at the Inception Date the Disclosed Material is true and accurate in all material respects, and is not misleading in any material respects, and that there is no fact, matter or circumstance which in its opinion is likely to give rise to a claim under this Policy.

15.3 Information Holders

Where, in clause 16.2 above, the Insureds' representations are qualified by the expression "so far as the Information Holders are aware", the Information Holders shall be treated as being aware of those matters that are actually known to, or should reasonably be assumed to be known to the Information Holders as at the Inception Date, in each case taking into account their respective past and present roles in the ---- Group and after making such enquiries of all appropriate persons and carrying out such other due diligence as is reasonable in the circumstances.

15.4 Limits of Duty

The Insurer accepts that, except as provided in this General Condition 16 (Disclosure), the Insureds have no duty to disclose any information, documents or information in connection with the decision of the Insurer to underwrite the risks insured under this Policy on the terms on which the Insurer has agreed to do so, and that the Insurer has not been induced by or placed reliance on any representation, statement, information, document or circumstance other than is as provided in this General Condition 16 (Disclosure). The Insurer waives any duty of disclosure that would otherwise have been owed by any broker or agent of the Policyholder in relation to the negotiation and effecting of this Policy.

15.5 Consequences of Breach of Duty of Disclosure

In the event of any material non disclosure or misrepresentation which increases the risk assumed by the Insurer, and where a reasonable underwriter would have assumed that increased risk by an increase in the premium that he would have charged to assume that risk or, failing that, then the Insurer may change the premium and/or terms of this Policy to the same extent as a reasonable underwriter would have done, and this change shall then constitute the sole remedy of the Insurer in respect of such non disclosure or misrepresentation.

15.6 Application of Insurer refusal, reduction and termination rights

Where a material non-disclosure or misrepresentation is not capable of being remedied by the application of clause 16.5 and the Insurer would otherwise have the right to refuse or reduce the cover provided by this Policy, or a section of it or claim under it, or to refuse or reduce cover under the Policy or to treat the Policy as terminated for non-disclosure or misrepresentation, or



the Insurer would otherwise have a right to refuse or reduce cover under the Policy or to repudiate the Policy, or to treat it as terminated, in whole or part by reason of a breach of this Policy, then, subject to the following proviso, the Insurer's right is limited as follows:

- a) where non-disclosed or misleading information or breach relates only to one or more Insured, the Insurer's right to refuse, reduce or repudiate, or to treat the insurance as terminated, is limited to that or those Insured(s), and the rights of all other Insureds under this Policy are unaffected; and
- b) where non-disclosed or misleading information or a breach is relevant only to one or more specific claim, the Insurer's right to refuse, reduce or repudiate the claim, or to treat the insurance as terminated, is limited to such claim(s).

15.7 Reasonableness etc

The parties agree:

- a) the provisions of the above clauses 16.5 and 16.6 do not limit the rights of the Insurer in the event of dishonesty or fraud on the part of the Insureds;
- b) that each provision of General Condition 16 is reasonable and not to contest the enforceability of any such provision in any proceeding arising out of or in connection with this Policy or its purported repudiation, rescission or termination;
- c) not to argue, or to rely on any finding, that any wider duty (including any pre-contractual or other non-contractual duty) or obligation was owed to the Insurer than is expressed in this Policy to be owed and that any such duty or obligation owed was breached (whether by the Policyholder or any of its agents) to decline any claim or to repudiate, rescind or terminate this Policy or to claim any damages even if such breach of duty or obligation (whether by the Policyholder or any of its agents) was negligent or (in the case of a breach by any such agent) was fraudulent;
- d) that each such provision is severable from every other provision of this Policy and is intended by it to be valid, binding and enforceable in accordance with its terms notwithstanding any purported repudiation, rescission or termination or the invalidity or unenforceability of any other provision;
- e) that the provisions of this specifically negotiated clause override any inconsistent or incompatible provision elsewhere in this Policy.

16. CONTENTS OF THE INSURANCE CONTRACT

Any information provided in marketing, advertising or prospectus are not made a part of this Policy unless expressly endorsed herein.

17. PERIOD OF COVER

This Policy covers all losses as herein defined occurring during the "Period of Insurance" specified in the schedule. The "Period of Insurance" incepts at 00.00 hours Local Standard Time on the first day of the period and ends at 24.00 hours Local Standard Time on the last day of the period.

18. POLICY MODIFICATIONS

The terms and conditions of this Policy shall not be waived or changed, except by way of an endorsement issued to form a part of this Policy.

Tata AIG General Insurance Company Limited

32

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

19. INCREASE IN RISK

If during the Policy Period one or more of the trigger events set out in the following list occurs the Insurer shall have the unilateral right to cancel or amend the Policy effective from [20] Business Days following the relevant trigger event:

- a) If the Policyholder is declared insolvent under the relevant bankruptcy and insolvency laws of Finland;
- b) If there is any change in legal ownership of the Policyholder including a merger with a third party legal entity or consolidation into a third party legal entity where there is a change of control of voting rights in the Policyholder as a result of acquisition by such a third party legal entity of over 50% of the issued share capital in the Policyholder. However, if the Insurer elects to cancel the Policy, then the Insurer shall if requested to offer revised terms of coverage (at a new premium payable by the new legal entity) for the new legal entity and if this is accepted then the Policy will be reinstated at the revised terms and conditions ;or
- c) If the Insureds commence any business operations (otherwise than by virtue of the acquisition of a Non Material Strategic Company) outside the scope of the activities currently carried on by the Insureds or referred to in its Strategic Intent Plan, and the annual turnover from such activities exceed [5%] of the consolidated turnover of the --- --- Group as per its latest audited annual consolidated financial statements, then those new business operations will not constitute Business Insured for the purpose of this Policy in respect of any Event occurring after that 5% turnover threshold has been exceeded unless this Policy has been endorsed to extend cover to those activities.

20. DIVISIBLE CONTRACT

If the locations described in this Policy include two or more buildings or the contents of two or more buildings, the breach of any condition of this Policy in respect of any one or more of the buildings insured or containing the property insured, shall not prejudice the right to recover for physical loss or damage occurring in any building insured or containing the property insured where, at the time of such loss or damage, a breach of condition does not exist.

21. INSPECTION

The Insurer, at all reasonable times during this "Period of Insurance", shall be permitted but not obligated to inspect the property insured by this Policy. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute any undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property is safe or healthful.

22. REASONABLE PRECAUTIONS

The relevant Insured shall take reasonable precautions to prevent loss or damage to the insured property described in the Schedule.

23. SUSPENSION

Upon the discovery of a dangerous condition, any representative of the Insurer may immediately suspend the insurance with respect to any machine, vessel or part thereof by giving written notice to the Insured. The insurance so suspended may be reinstated by the Insurer. The



Insured shall be allowed the return of the unearned portion of the premium resulting from the suspension of insurance.

24. COLLECTION FROM OTHERS

No loss or part of a loss shall be paid or made good hereunder to the extent the Insured has collected such loss from others.

25. OTHER INSURANCE

The Insurer shall not be liable for loss or damage under this Policy if at the time of such loss or damage there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributory insurance, and then only after all other insurance has been exhausted.

26. STATUTE OF LIMITATIONS

The Insured shall give immediate written notice to the Insurer of any loss.

27. THE INSURER'S RIGHT TO DEDUCT AMOUNTS DUE FROM THE INSURED

The Insurer reserves the right to deduct from an indemnity any unpaid premium or a portion thereof or any other payment due from the Insured. This right shall not be diminished by the Insured's bankruptcy if this Policy is still valid.

28. PREMIUM

The applicable premium payable in advance.

The collection of premium taxes and/or charges imposed by the authorities shall be based on the relevant valid tax rate and/or orders issued by the authorities.

The Insured shall provide information required by the Insurer to calculate the premium. If the Insured fails to do so, the Insurer shall have the right to charge a premium it considers reasonable.

If this Policy expires before the end of the "Period of Insurance", the Insurer shall have the right to retain a pro-rata premium pertaining to the expired portion of the period. The Insurer reserves the right to retain 10 percent of the total premium for expenses. There shall be no refunds on amounts less than INR 5,613.

If the Insurer pays an indemnity to someone not entitled to it, the Insurer's obligations shall be considered to have been fulfilled if the Insurer has exercised due care when paying the indemnity.

29. CANCELLATION

The Policyholder and the Insurer shall have the right to cancel this Policy by giving written notice of cancellation. The cancellation shall become effective 90 days after being sent.

The Insurer shall have the right to cancel this Policy following a loss exceeding INR 2,806 million. The cancellation, which must be in writing, shall become effective 30 days after being sent.

The Insurer shall have the right to cancel this Policy for non-payment of premium. The cancellation, which must be in writing, shall become effective 30 days after being sent.

Tata AIG General Insurance Company Limited



In the event of misrepresentation or concealment of any material fact or circumstance concerning this Policy or the subject thereof or the interest of the Insured therein, the Insurer shall have the right to cancel this Policy. The cancellation, which must be in writing, shall become effective 30 days after being sent.

In the event of an increase in risk of loss or damage the Insurer shall have the right to cancel this Policy. The cancellation, which must be in writing, shall become effective 30 days after being sent.

If the Insured fails to comply with the instructions and/or guidelines concerning loss prevention and limitation the Insurer shall have a right to cancel this Policy. The cancellation, which must be in writing, shall become effective 30 days after being sent.

If the Policyholder becomes insolvent or is declared bankrupt, the Insurer shall have the right to cancel this Policy. The Policy shall expire within 14 days from the date on which the notice of cancellation was sent.

The Policyholder shall have the right to cancel this Policy within 30 days from receipt of the notice of refused indemnity. The Policy shall expire on the date on which the notice of cancellation was delivered or sent.

This Policy shall be considered to have expired on any part of property or business transferred to a new owner on the date on which the transfer took place.

30. ARBITRATION

All disputes arising in connection with the contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be held in the English language. Any arbitration under this clause shall be held in Mumbai in India.

31. JURISDICTION

Unless otherwise agreed in writing, this Policy shall be subject to Indian Law.



SECTION IV EXCLUSIONS APPLICABLE TO ALL SECTIONS

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY INCLUDING ANY ENDORSEMENTS ATTACHED HERETO.

This Policy does not cover:

1. loss or damage caused directly or indirectly by or resulting from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power; all regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage.
2. loss or damage caused directly or indirectly by or resulting from nuclear reaction, nuclear radiation or radioactive contamination from any cause, whether direct or indirect, proximate or remote regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage; however if fire not otherwise excluded results, the Insurer shall be liable for direct physical loss or damage by such resulting fire.
3. loss or damage caused directly or indirectly by or resulting from detention, confiscation, nationalisation, seizure or destruction by order of any government or public authority; all regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage.
4. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of "terrorism" regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This clause also excludes loss, damage, cost or expense of whatever 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 any act of "terrorism".

In any action, suit or other proceedings where the Insurer alleges that by reasons of the provisions of this exclusion any loss or damage is not covered by the Policy the burden of proving that such loss or damage is covered shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. loss, destruction or damage subject to coverage by a monopoly or a government or a natural catastrophe insurance scheme for the maximum coverage and limits collectible thereunder
6. Expenses, fines, penalties or costs incurred or sustained by or imposed upon the Insured at the order of any government agency, court or other authority in connection with any environmental impairment including but not limited to seepage, pollution or contamination.
7. Loss or damage caused by or resulting from acts or omissions which has been caused wilfully or through gross negligence by the Insured.
8. Any cost or expense incurred to test for, monitor or assess the existence, concentration or effects of fungi.
9. any cost or expense incurred to clean up, remove or remediate any Mould, except where the growth of such Mould is a consequence of a risk not otherwise excluded herein

For the purpose of this Exclusion 9, Mould shall mean any form of fungus including but not limited to yeast, mould, mildew, smut, mushroom, spores, mycotoxins, odors, or any other

Tata AIG General Insurance Company Limited

36

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



substances, products or byproducts produced by, released by or arising out of the current or past presence of Mould.

loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, in the event that a peril listed below results from any of the matters described in the above paragraph of this Exclusion 10, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils:

Fire
Explosion



SECTION V DEFINITIONS

The following definitions apply to all Sections of this Policy including any endorsements attached hereto.

1. ACTUAL CASH VALUE

Actual cash value shall mean the cost to rebuild or replace the property in kind, less depreciation and obsolescence.

2. BUSINESS DAY

A day on which trading banks are generally open for business in India.

3. BUSINESS INSURED

The commercial operation of the property insured as specified in the Schedule.

4. CIVIL COMMOTION

A substantial disturbance of the public peace by three (3) or more persons assembled together and acting with common intent.

5. COMPUTER VIRUS [

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

6. DAILY VALUE

The amount of the calendar year days (365 days) shall be used as the basis in the calculation of the average "daily value" of the loss.

7. DESCRIBED LOCATION

Location specified in the Schedule of this Policy.

8. DISCLOSED MATERIAL

The documents contained in the "----- General Information" and "Property Damage Business Interruption (PDBI) electronic deal rooms.

9. EARTH MOVEMENT

Any natural or man-made earth movement including but not limited to earthquake, landslide, sinkhole, subsidence or volcanic eruption.

10. ELECTRONIC DATA

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.



11. FINE ARTS

Paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture and silver, rare books, manuscripts, porcelains, rare glass and bric-a-brac, curios, and other similar property, all of which have the quality of rarity, historical value or artistic merit.

12. FINISHED STOCK

Stock manufactured by the Insured, which in the ordinary course of the Insured's business is ready for packing, shipment or sale.

13. FLEXA

Property damage caused by a peril of fire, lightning, explosion or falling aircraft or part thereof, not otherwise excluded by this Policy.

14. FLOOD

Flood waters, waves, tide or tidal water, release of water, rising, overflowing or breaking of boundaries of natural or man-made bodies of water, or the spray from any of the foregoing.

15. GROSS PROFIT

The amount by which the value of the "Turnover" and the value of the closing stock exceed the value of the opening stock and the amount of the "Specified Working Expenses". The value of the opening and closing stocks shall be calculated in accordance with the Insured's normal accounting methods, due provisions being made for depreciation.

16. INCEPTION DATE

----- (12.01am IST)

17. INCREASED COST OF WORKING

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Interest Insured, which but for such expenditure, would have taken place.

18. INDEMNITY PERIOD

The period during which the Interest Insured is affected as a consequence of a loss or damage, commencing with the occurrence of the loss or damage but not exceeding the "Indemnity Period" stated in the Schedule.

19. INFORMATION HOLDERS

20. INSURED

The ----- Group. The ----- Group comprises each of:

- a) the Policyholder;
- b) all legal entities whose financial results are fully consolidated into the consolidated financial statements of the Policyholder as at the commencement of the Policy Period;
- c) all associated companies, legal entities, joint ventures and partnerships where so provided in any endorsement to this Policy;



- d) all legal entities which are established during the Policy Period by a then existing member of the ---
- Group and the financial results of which are thereafter fully consolidated into the consolidated financial statements of the Policyholder;
- e) any Non-Material Strategic Company acquired during the Policy Period by a then existing member of the ----- Group and the financial results of which are thereafter fully consolidated in the consolidated financial statements of the Policyholder. For this purpose, a Non-Material Strategic Company means any legal entity annual turnover for a financial year does not exceed fifteen per cent of the consolidated turnover of the ---- Group as per its latest audited annual consolidated financial statements;
- f) any other legal entity in which the Policyholder acquires a direct or indirect shareholding or other beneficial interest during the Policy Period and which the Insurer agrees in writing to insure under this Policy (such agreement and its terms to be recorded in an endorsement to this Policy);
- g) any legal entity or other person not referred to sub-paragraphs a) to f) above whom a member of the ----- Group has contractually agreed to co-insure whether as mortgagee, contractor or otherwise in the ordinary course of its business.

Each person insured above is insured for its own separate insurable interest.

In the case of entities which are members of the ----- Group by virtue of sub-paragraphs e) or f) above ("**Acquired Persons**"), it is agreed that the Acquired Person's automatic cover under this Policy will apply only in respect of a Loss Event which occurs on or after the date on which it became a member of the ----- Group.

21. INTEREST INSURED

Either the "Gross Profit" including any "Increased Cost of Working" or the "Specified Standing Charges" including any "Increased Cost of Working".

22. INTERNAL MACHINERY BREAKDOWN

Internal machinery breakdown shall mean loss or damage caused by or resulting from:

- Explosion in or of any of the following property owned, operated or controlled by the Insured: steam boilers, including equipment attached to and forming a part thereof; steam turbines; steam engines; steam pipes connecting any of the foregoing; or gas turbines; except that this definition shall not apply to explosion of accumulated gases or unconsumed fuel within the firebox or the combustion chamber of any fired vessel, other than gas turbines, or within the flues or passages which conduct the gases of combustion therefrom.
- Rupture, bursting, cracking, burning or bulking of any of the following property owned, operated or controlled by the Insured: steam boilers, including equipment attached to and forming a part thereof; steam turbines; steam engines; steam pipes connecting any of the foregoing; hot water boilers or other equipment for heating water; pressure vessels, including equipment attached to and forming a part thereof; or gas turbines.
- Mechanical or machinery breakdown, including rupture or bursting caused by centrifugal force.
- Electrical injury or disturbance to electrical appliances, devices, fixtures, wiring, or other electrical or electronic equipment caused by electrical currents artificially generated.



23. LOSS PERIOD

In respect of Loss of Profits Insurance, Loss Period shall mean the period during which the loss occurrence has a direct effect on the result of the business activity insured.

For Property Insurance see definition 33. Single Loss.

24. MALICIOUS MISCHIEF AND VANDALISM

Wilful and malicious damage to or destruction of the Insured property.

25. MONEY

Currency, coins and bank notes whether or not in current use and travellers checks, registered checks and money orders held for sale to the public.

26. NAMED SUPPLIERS

Those companies identified within the Business Interruption values calculation spreadsheet.

27. ----- GROUP

The ----- Group as defined in the definition of "Insured" above.

28. NON-MATERIAL STRATEGIC COMPANY

Any legal entity which (a) either carries on as its principal business operations activities which are currently carried on by the Insureds or referred to in its Strategic Intent Plan or other activities whose annual turnover does not exceed 5% of the consolidated turnover of the ---- Group as per its latest audited annual consolidated financial statements and (b) whose annual turnover for a financial year does not exceed [15%] of the consolidated turnover of the ----- Group as per its latest audited annual consolidated financial statements.

29. PERIOD OF CALCULATION

As referred to in clause D (Period of Calculation) of Section II of this Policy.

30. PERIOD OF INSURANCE

The period of insurance set out in the Schedule.

31. POLLUTANT

Any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals, bacteria, fungi, virus, mold, spores, vaccines, asbestos and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

32. RATE OF GROSS PROFIT

The percentage of Gross Profit earned on the Turnover during the Period of Calculation or, for the purpose of Clause H 5.1.7 of the Section II, during the financial year immediately following the cessation of the interruption of or interference with the "Business Insured".

33. RAW STOCK



Material which the Insured receives for conversion by the Insured into "Stock in Process" or "Finished Stock".

34. REAL PROPERTY

Real property shall mean building(s) and/or structure(s) in all parts, including alterations, additions and/or extensions attached thereto; and property belonging to and/or constituting a permanent part of the said building(s) and/or structure(s).

35. RIOT

A violent disturbance by three (3) or more persons assembled together which threatens the public peace.

36. SECURITIES

Negotiable and non-negotiable instruments or contracts representing either "money" or other property including tokens, tickets, revenue and other stamps in current use and evidences of debt issued in connection with credit or charge cards.

"Securities" do not include "Money".

37. SEPARATELY AGREED INSURED VALUE

The insured value of an insurance defined on the basis of other principles, e.g. on the basis of certain revenues or additional costs, or for a period shorter than the "Period of Calculation", shall be calculated by taking into account the principles concerned or as separately agreed.

38. SINGLE LOSS

Single Loss shall mean all individual losses occurring during any one Loss Period arising out of and directly occasioned by a single Event.

The words Loss Period in this context shall mean:

72 Hours Clause in respect of Windstorm, Flood, Hurricane, Typhoon, Rainstorm, Hailstorm, Tornado, Earthquake, Seaquake, Tidal Wave and/or Volcanic Eruption.

For the purpose of this definition the word "Event" shall mean an event causing physical loss or damage to the insured property described in the Schedule.

39. STRATEGIC INTENT PLAN

The Policyholder's strategic intent plan as at the commencement of the Period of Insurance as appearing on the Policyholder's website on -----

40. SPECIFIED STANDING CHARGES

The fixed costs specified in the Schedule which continue to be payable in full during the "Indemnity Period".

41. SPECIFIED WORKING EXPENSES

Any costs incurred for the acquisition of goods, raw materials or auxiliaries as well as for supplies required for the maintenance of operations and any costs incurred for the packaging, carriage, freight, intermediate storage, direct taxes, licence fees and royalties, but only insofar as such costs are dependent on "Turnover".

42. STOCK IN PROCESS



"Raw Stock" which has undergone any aging, seasoning, mechanical or other process of manufacture at described locations but which has not become Finished Stock.

43. TERRORISM

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

44. TURNOVER

The amount of money (less discounts allowed) paid or payable to the Insured for goods, products or services sold, delivered or rendered in the course of the "Business Insured".

45. VALUABLE PAPERS AND RECORDS

Written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, but valuable papers and records does not mean money or securities nor does it mean media for or programming records pertaining to electronic or electromechanical data processing or electronically controlled equipment, including data thereon.



Section VI

MARINE SECTION

TYPE: Marine Stock throughput Insurance

FORM: MAR 91 Slip Policy

ASSURED: M/s ----- and/or associated and/or affiliated and/or interrelated and/or subsidiary companies and/or corporations and/or as agents as they now are or may hereafter be created and/or constituted, as their respective rights and interests may appear, hereinafter known as the Assured.

Assured's Principal Address:

PERIOD: Risks attaching from ----- to ----- both days inclusive,

INTEREST: Goods and/or merchandise and/or cargo of every description incidental to the business of the Assured, or otherwise, including duties and/or taxes if applicable and increased value howsoever arising if required, the property of the Assured or for which the Assured have or assume a responsibility to insure, whether contractually or otherwise, or for which the Assured receive instructions to insure prior to shipment or prior to known or reported loss or accident, consisting principally of but not limited to mobile phones and brand name accessories, telecommunication equipment and/or spares and/or machinery and/or office furniture and/or equipment. Cover excludes transit of capital goods.

Other interests held covered at rates to be agreed by Underwriters.

VOYAGE: At and from ports and/or places anywhere in India to ports and/or places anywhere in India including transits to or from and whilst at the premises of the Assured, forwarders, packers, consolidators, hauliers, warehousemen and other bailees, via any route including transshipment by land, water or air whether customary or otherwise and returned shipments. Including all loading and unloading risks and periods of storage prior to dispatch or after arrival or at any intermediate port or place if required **and whilst held in store**. Including goods held in storage depots / warehouses / distribution points prior to despatch to final destination.

Excluding stock at locations declared under the ----- Property Damage Schedule and Vertu Limited stock at retail premises.

Notwithstanding the foregoing, in respect of goods purchased by the Assured where risk passes to the Assured after transit has commenced, it is agreed that the insurance cover commences from the attachment of the Assured's interest in the goods purchased, Underwriters being subrogated to the Assured's rights of recourse against the suppliers and/or their insurers.

Other voyages held covered at rates to be agreed by Underwriters.

CONVEYANCE: Per any land or air conveyance, including connecting conveyance.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



<u>LIMIT:</u>	Maximum per any one Conveyance	Rs
	Maximum per any one Location	Rs
	Storage any one location, Maximum	Rs

A location is defined as "each warehouse or place of storage or complex of buildings constituting one set of premises, including craft and rail or road conveyances at or alongside such premises".

If the total value at risk exceeds the limit of liability provided by this policy, the Underwriters shall be liable for the full amount of covered loss up to but not exceeding the applicable limit of liability.

Storage at intermediate points shall be for a period of 90 days. For periods beyond 90 days, the risk is held covered for values not exceeding 10% of the policy storage limits.

Should there be an accumulation of interests beyond the limits expressed in this policy by reason of any interruption of the transit and/or an occurrence beyond the control of the Assured and/or by reason of any casualty and/or at a transhipping point and/or on a connecting vessel or conveyance it is agreed that such excess interest is covered hereunder subject to Underwriters' liability being limited to a maximum of 200% of the policy limits contained herein.

<u>CONDITIONS:</u>	Inland Transit Clause A
	Strikes Riots Civil Commotion Clause
	Institute Cargo Clauses (Air) 1/1/82 (CL.259)
	Institute Strikes Clauses (Air Cargo) 1/1/82 (CL.260)
	Excluding loss of any of the Insured property by theft or disappearance when the loss is revealed only in the course of any routine inventory undertaken other than following a known or suspected loss of property.
	Termination of Transit Clause (Terrorism) (JC 2001/056) Excluding terrorism during storage.
	Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 (CL.370)

<u>DEDUCTIBLE:</u>	Transit: Rs 1,00,000 each and every transit loss other than as below.
	Storage: Rs 200,000 each and every loss.

CHOICE OF
LAW AND



JURISDICTION: **This insurance shall be governed by and construed in accordance with the laws of India**

CANCELLATION CLAUSE: This insurance may be reviewed and/or cancelled by either party having given in writing notice as follows; such cancellation however shall not prejudice any transit risk or risks which shall have attached at the time such cancellation becomes effective.

Strikes, Riots and Civil
Comotions Risks : 7 days notice
All Other Risks : 30 days notice

AIRFREIGHT CHARGES CLAUSE: Cover is extended to include airfreight replacement costs when incurred, if, as a result of a potential claim lost or damaged goods must be urgently procured by airfreight for the Assured to meet business commitments.

Provided always that in no case shall Underwriters liability in respect of airfreight charges exceed 25% of the insured value of the original shipment.

These provisions do not apply where the original consignment was itself effected by airfreight.

ATTACHMENT/ TERMINATION OF TRANSIT CLAUSE: This insurance commences from the attachment of the Assured's interest in the goods but unless otherwise specifically agreed herein, not prior to the time the goods are set in motion in the Assured's and/or sub-contractor's and/or Supplier's premises, storage depots and/or warehouses for the imminent commencement of transit and continues during packing, repacking, storage, consolidation, deconsolidation, containerisation and the preparation for distribution and redistribution and at transshipping points, subject always to the provisions of the Inland Clauses incorporated herein by reference, until the goods are finally delivered and unloaded:-

- (i) to the Assured's and/or sub-contractor's and/or consignee's premises, storage depots and/or warehouses;
- or (ii) to such other place as may be designated in the Assured's sales contract;
- or (iii) free onto the carrying vessel and/or aircraft at the port or place of loading in respect of sales by the Assured on FOB and/or CFR and/or FCA terms, cover to cease once goods are safely loaded into ship's/aircraft's hold.

Including all loading and unloading risks.

<u>BASIS OF VALUATION:</u>	<u>Purchasing</u>	Domestic	Invoice value
	<u>Sales</u>	Domestic	Invoice / STN value



Transactions without invoice Replacement value

During processing Replacement value

Second Hand Non-Sale Goods Replacement value

In respect of Storage Risks hereunder, the Basis of Valuation shall be as follows:

Raw Materials Purchase Price

Semi-Finished Products Direct Raw Material costs and wages
Accumulated Gross Margin

Finished Products (storage prior to transit) VAT-Free Sales Price (including Sales Margin)
Costs which do not incur due to the damage (e.g. Freight Costs) shall not be included in the Sum Insured

Finished Products (storage during transit) Invoice + 10 %

Vertu Limited Cost Price

or

- (i) in accordance with the Assureds established practice
- (ii) as may be required by the Assureds customers
- (iii) as may be stipulated in the contract of sale
- (iv) as may be agreed prior to known and/or reported loss

BRANDS CLAUSE: The Assured shall have full rights to possession of all goods bearing embossed or indented brands or labels or other permanent markings identifying the Assured as the manufacturer thereof, or the sale of which carries or implies a guarantee of the supplier or of the Assured, or exclusive and/or secret formulas that may be involved in any loss hereunder, and shall retain control of all such goods.

On shipments covered under this policy, Underwriters are to pay a total loss on any and all goods and/or containers damaged by risks insured against, which the Assured elects to either destroy or return to their factory, or recondition, Underwriters being entitled to such salvage as may be obtained.

In the event of damaged interests hereunder being repaired, where repairs by any other party would prejudice the rights of the Assured in terms of the manufacturer's guarantee, warranty or similar proviso, the Assured may stipulate the repairers to be used and the manner and place of repair.

The Assured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss hereunder are suitable for marketing and no goods deemed by the Assured to be unfit for marketing shall be sold or otherwise disposed

Tata AIG General Insurance Company Limited



of except by the Assured or with the Assured's consent, but the Assured shall allow Underwriters any salvage obtained on any sale or other disposition of such goods.

CIVIL AUTHORITY
CLAUSE:

Notwithstanding anything contained in this policy, it is understood and agreed that property which is insured under this policy is also covered against the risk of damage or destruction by civil authority during a conflagration or for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by War perils elsewhere excluded herein.

DEBRIS
REMOVAL
CLAUSE:

This policy covers expenses incurred for the removal of all debris and/or destruction of the property covered hereunder which may be occasioned by loss caused by any of the perils insured except that these Underwriters shall not be liable under this policy or clause for such cost amounting to more than 15% of the insured value of the merchandise, it is agreed that this indemnity is additional to the overall limit agreed hereunder.

DEFERRED
UNPACKING
CLAUSE:

Applicable only to customer shipments

It is agreed that any loss or damage found upon opening of original shipping packages at the final destination (but not exceeding 90 days after delivery to the final destination as provided elsewhere in this policy) shall be adjusted and paid by Underwriters in the same manner as though the original shipping packages had been opened immediately upon their arrival, provided such loss or damage is otherwise recoverable under the terms of this policy.

Where original shipping packages arrive at the final destination in a visibly damaged condition, they are to be opened immediately.

Periods in excess of the above are held covered at rates to be agreed by Underwriters.

DELIBERATEDAMAGE –
POLLUTION
HAZARD CLAUSE:

This policy is extended to cover loss of or damage to the property insured hereunder directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided the accident or occurrence, which required governmental action, constituted a peril insured herein.

This coverage shall not increase the Limits of Liability provided for in this policy.

DIFFERENCE IN
CONDITIONS /
GUARANTEE OF
COLLECTIBILITY
CLAUSE:

It is understood and agreed that this policy also covers shipments purchased by the Assured whereby the cargo insurance is provided by others for the difference in

Tata AIG General Insurance Company Limited



conditions between the terms of this insurance and the terms of the insurance provided by others. Underwriters also guarantee the collection in full of all losses that would otherwise be recoverable under the terms of this insurance had such other insurance not been in effect. Underwriters agree to advance the amount as a loan repayable only to the extent of any recovery effected by the Assured, less charges incurred in making such recovery.

With respect to shipments whereby the Assured is not obliged to provide cargo insurance, Underwriters will guarantee to the Assured prompt collection of losses for which Underwriters would otherwise have been liable had the shipment been insured under this policy. Any advance made by Underwriters shall be repayable to the extent of any recovery received by the Assured (less any expense incurred in effecting such recovery) from insurance effected by others or otherwise.

It is agreed that when the Assured purchases a shipment on a CIF basis they can issue a certificate hereunder for the full sales value. In the event of a loss, settlement will be made hereunder in the form of an advance. The Assured agrees that they will assign their rights to claim under the original insurance and assist insurers wherever possible in recovering the monies due, with all proceeds for underwriters account.

DISPOSAL
EXPENSES:

Following damage by an insured peril it is agreed to indemnify the Assured for costs incurred, where necessary, in disposing of the damaged cargo except that Underwriters shall not be liable under this policy or clause for such cost amounting to more than 15 % of the insured value of the merchandise, it is agreed that this indemnity is additional to the overall limit agreed hereunder.

ERRORS AND
OMISSIONS
CLAUSE:

This insurance shall not be prejudiced by any unintentional delay or omission in reporting hereunder or any unintentional error in the amount or the description of the interest and/or conveyance or voyage or if the subject matter of the insurance be shipped on a conveyance other than that originally advised by the Assured.

LABELS:

In case of damage from perils insured against affecting labels, capsules or wrappers, the loss to be limited to an amount sufficient to pay the cost of new labels, capsules or wrappers and the cost of relabelling and reconditioning the goods provided same amounts to a claim under the terms of the policy.

LOST GOODS
CLAUSE:

In the event of a conveyance carrying cargo insured under this policy failing for reasons unknown to arrive at destination within six weeks of the expected time of arrival and subject to prompt advice to Underwriters as soon as the Assured becomes aware of the non-arrival of the carrying conveyance, Underwriters hereon agree to settle immediately a total loss, in the form of an interest free loan, subject to the Assured retaining title to the goods.

Underwriters to be subrogated to all rights and remedies of the Assured upon such payment.

Tata AIG General Insurance Company Limited



Should the cargo ultimately be traced and be made available to Underwriters, the Assured to be notified so that they may, should they so wish, tender for same.

**PACKING
CLAUSE:**

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the subject matter insured, Underwriters hereby agree that they will not use such alleged insufficiency or unsuitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than the Assured and the insufficiency or unsuitability arose entirely without the Assured's privity or knowledge. For the purpose of this clause "packing" shall be deemed to include stowage in a container and/or other similar inter-modal methods of unit load.

The Assured agrees to assist Underwriters in all respects to pursue rights of recovery against sellers and/or other responsible third parties.

The above agreement is not to interfere with rights of subrogation against packers and/or their Insurers.

Notwithstanding the above, it is further agreed that where packing or preparation is undertaken by the Assured, Underwriters accept such packing or preparation as sufficient or suitable to protect the subject matter insured against loss or damage and further agree to waive rights of subrogation against the Assured, provided such packing is customary for the trade or subject or in accordance with established packing practices of the Assured.

**PARTIAL LOSS
CLAUSE:**

In order to minimise possible loss or damage, arising from a peril insured against, any loss hereunder shall, as far as practicable, be ascertained by a separation and a sale or appraisal (cost of which to become part of the claim) of the damaged portion only of the contents of the packages so damaged and not otherwise.

**PAYMENT ON
ACCOUNT
CLAUSE:**

Where the recoverability of a claim has been demonstrated and the only outstanding issue is the quantum of the loss, Underwriters agree to make a payment on account equal to 75% of the lower amount in discussion.

**PROCESS
CLAUSE:**

Coverage hereunder is maintained during all aspects of the Insured's operations or operations for which the Insured is responsible including whilst undergoing process, however no claim shall attach hereto for any loss or damage to property hereby insured from the process itself.

**REPACKING
COSTS CLAUSE:**

In the event of the original shipping packages arriving at the final destination in a visibly damaged condition arising from a peril insured against, the costs of replacing such packages shall be for the account of Underwriters in those instances where it is an established custom of the Assured's and/or consignee's trade to deliver the goods to the final customer's premises in the original shipping packages.

**REPLACEMENT
CLAUSE:**

In the event of loss of, or damage to goods insured hereunder, the liability of

Tata AIG General Insurance Company Limited

50

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



Underwriters is limited to the insured value of the part or parts lost or damaged, or, at Assured's option, subject to Leading Underwriters prior agreement, the cost and expense of replacing, duplicating, assembling and repairing the lost or damaged part or parts (including duty and/or forwarding charges via vessel and/or air and/or other conveyance as may be required by the assured) and labour and installation charges necessary to restore the damaged machine or product to its condition at time of shipment.

SHORTAGE FROM CONTAINERS

CLAUSE:

In respect of shipments in containers, provided documentary evidence is produced to substantiate the quantity and nature of the goods loaded into a container, the fact that the container's seal is intact at unloading point shall not invalidate claims for theft, pilferage, conversion, shortage and non-delivery.

SORTING CHARGES

CLAUSE:

In the event of the Assured and/or consignee complying with the surveyor's instructions to separate shipping packages showing signs of external damage from the sound packages to ascertain possible loss arising from a peril insured against, such expenses as approved by the surveyor shall be for the account of Underwriters even though a claim may not subsequently result hereunder.

SUBROGATION

CLAUSE:

The Assured shall, at the request of Underwriters or their agents, assign and subrogate to these Underwriters at the time of payment and to an amount not exceeding the sum paid by these Underwriters all their rights and claims against others and permit suit to be brought in the Assured's name but at Underwriter's expense. The Assured further agrees to render all reasonable assistance in the prosecution of said suit or suits.

SUE AND

LABOUR CLAUSE:

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary for the Assured, his or their factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the said goods and merchandise, or any part thereof without prejudice to this insurance; nor shall the acts of the Assured or Underwriters, in recovering, saving and preserving the property insured in case of disaster, be considered a waiver or an acceptance of abandonment; to the charges whereof the said Underwriters will contribute according to the rate and quantity of the sum herein insured.

SURVEY FEES

CLAUSE:

In the event of the Assured and/or consignee complying with the instruction contained in the policy or on the certificate of insurance to call for a survey in respect of loss or damage which may result in a claim hereunder, reasonable expenses incurred and fees charged in respect of that survey are for Underwriters' account even though a claim may not subsequently result hereunder.

TRADE MARKED

Tata AIG General Insurance Company Limited

51

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



CARTONS: It is further understood and agreed that this policy is to cover damage to trade marked cartons, but claims payable hereunder shall be limited to an amount sufficient to pay the cost of new cartons, including forwarding charges of the new cartons and charges of repacking.

UNEXPLAINED SHORTAGES: Provided documentary evidence is produced to substantiate the quantity and nature of goods loaded into a packing case/on a pallet or similar shipment method, the fact that the packing case/pallet etc. appears intact at destination shall not invalidate claims for theft, pilferage, conversion, shortage and non-delivery.

WAIVER OF SUBROGATION CLAUSE: Privilege is given to the Assured to agree waivers and/or releases of liabilities, provided such agreements are made prior to any known or reported loss or accident.

WILFUL MISCONDUCT CLAUSE: Coverage hereunder shall not be prejudiced for any act of wilful misconduct other than if conducted by or anyone acting under the direct orders of the senior management (deemed to be the Board of Directors) of the Assured.

Sum Insured: Rs -----

PREMIUM: In full premium payable at inception



Claim Procedures:

a) Claims Reporting

Claims are reported by M/s -----Sales Units and/or the customer via the RADAR web based system, this applies regardless of whether a local policy has been issued or not.

b) Claims Administration and Surveying

-----are authorised by ----- to undertake the claims administration on this account and this is co-ordinated from their Milton Keynes premises.

----- will appoint surveyors from within their company network in most cases. The exceptions will be where Crawford & Company do not have representation or in respect of theft and/or major losses in ----- and ----- where ----- Co. will be appointed.



Section VII

LIABILITY SECTION

COMMERCIAL GENERAL LIABILITY SCHEDULE

LIMITS OF INSURANCE

MASTER CONTROL PROGRAM AGGREGATE LIMIT: NA

GENERAL AGGREGATE LIMIT: INR Any One Occurrence and in the Aggregate
 (Other Than Products – Completed Operations)

PRODUCTS / COMPLETED OPERATIONS LIMIT: INR Any One Occurrence and in the Aggregate

PERSONAL & ADVERTISING INJURY LIMIT: INR Any One Occurrence and in the Aggregate

FIRE DAMAGE LIMIT INR per Occurrence.

MEDICAL EXPENSE LIMIT: INR per person.

Coverage A of this insurance does not apply to “bodily injury” or “property damage” which occurs before the Retroactive Date, if any, shown below
 Retroactive Date:

Form of Business:

- Individual Partnership
 Joint Venture Organization (Other than Partnership or Joint Venture)

Business Description: Manufacturers of -----.

Premium: INR at inception.
 Add 12.24% Service Tax: INR
 Total Premium: INR

Deductible:-- % of Any One Occurrence Limit, subject to minimum of INR -----

This policy is issued, subject to the following conditions:

1. Defense Costs are included within the Limit of Liability.
2. Acts of God Perils Extension.
3. Product Recall and Guarantee Excluded.
4. Batch Clause.
5. Designated Products Endorsement.
6. Professional Liability Exclusion.
7. Fines and Punitive Damages Exclusion.
8. War and Terrorism Exclusion.
9. Care, Custody and Control Exclusion.
10. Electro Magnetic Field Exclusion.
11. Territory and Jurisdiction: India.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013
 24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com
 Website: www.tataaiginsurance.com IRDA of India Registration No: 108
UIN NO - 10021 CIN: U85110MH2000PLC128425



COMMERCIAL GENERAL LIABILITY POLICY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM COVERAGES A. AND B. PROVIDE CLAIMS-MADE COVERAGE PLEASE READ THE ENTIRE FORM CAREFULLY

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

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we,” “us” and “our” refer to the Company providing this insurance.

The word “insured” means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section VI).

SECTION I—COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we 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. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B.

- b. This insurance applies to “bodily injury” and “property damage” only if:

- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
- (2) The “bodily injury” or “property damage” did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the “bodily injury” or “property damage” is first made against any insured, in accordance with paragraph c. below, during the policy period or any Extended Reporting Period we provide under EXTENDED REPORTING PERIODS (Section V).

- c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with paragraph 1.a. above.

[Type here]

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

PID NO - 10021 CIN: U85110MH2000PLC128425



All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury," will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions.

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:



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

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

f. Pollution

- (1) “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - (a) At or from any premises, site or location, which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations:
 - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs **(d)(i)** does not apply to “bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed, or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraphs **(a)** and **(d)(i)** do not apply to “bodily injury” or “property damage” arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one, which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. Aircraft, Auto or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading.”

This exclusion does not apply to:



- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
 - (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.
- i. **War** "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage to Property

"Property damage" to:

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

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

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

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

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to Your Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

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



- (1) A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall of Products, Work or Impaired Property

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

- (1) “Your product”;
- (2) “Your work”; or
- (3) “Impaired property”;

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

o. Nuclear

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

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

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of “personal injury” or “advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “personal injury” or “advertising injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” or offense and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B.

- b.** This insurance applies to:

- (1) “Personal injury” caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) “Advertising injury” caused by an offense committed in the course of advertising your goods, products or services;

but only if:



- (1) The offense was committed in the “coverage territory”;
 - (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
 - (3) A claim for damages because of the “personal injury” or “advertising injury” is first made against any insured, in accordance with paragraph c. below, during the policy period or any Extended Reporting Period we provide under EXTENDED REPORTING PERIODS (Section V).
- c. A claim made by a person or organization-seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with paragraph 1.a. above.
- All claims for damages because of “personal injury” or “advertising injury” to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

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 direction 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 Retroactive Date, if any, shown in the Declarations;
 - (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
 - (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; or
 - (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- 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 offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COVERAGE C. MEDICAL PAYMENTS

Tata AIG General Insurance Company Limited

60

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



1. Insuring Agreement.

a. We will pay medical expenses as described below for “bodily injury” caused by an accident:

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

Provided that:

- (1) The accident takes place in the “coverage territory” and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

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

2. Exclusions.

We will not pay expenses for “bodily injury”:

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers’ compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the “products-completed operations hazard.”
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS—COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any “suit” against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. 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.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$250 a day because of time off from work.
5. All costs taxed against the insured in the “suit.”
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph **2.b.(2)** of COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I — Coverages), such payment will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II—WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.



- d. An organization other than a partnership, joint venture or limited Liability Company, 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.
2. Each of the following is also an insured:
 - a. Your “employees,” other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” is an insured for:
 - (1) “Bodily injury” or “personal injury”:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of you business;
 - (b) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) “Property damage” to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your “employees,” any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your “employee”) or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. “Bodily injury” to a co-“employee” of the person driving the equipment; or
 - b. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;



- b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to “personal injury” or “advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

SECTION III—LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits.”
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and
 - c. Damages under Coverage B.
3. The Products/Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard.”
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all “personal injury” and all “advertising injury” sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage Cbecause of all “bodily injury” and “property damage” arising out of any one “occurrence.”
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of “property damage” to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person.

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

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit.

- a. You must see to it that we are notified as soon as practicable of an “occurrence” or offense, which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence” or offense took place;

Tata AIG General Insurance Company Limited

64

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Notice of an "occurrence" or offense is not notice of a claim.

- b. If a claim is received by any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- 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 a "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

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

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

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

- (1) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Declarations of this insurance; or
 - (b) The other insurance has a policy period, which continues after the Retroactive Date shown in the Declarations of this insurance;
- (2) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";
- (3) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or



- (4) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to 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 provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

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

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

5. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.
- Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. 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.

7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. 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 Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

Tata AIG General Insurance Company Limited

66

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



10. Your Right to Claim and “Occurrence” Information.

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each “occurrence,” not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of the DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT Condition in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV). We will include the date and brief description of the “occurrence” if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant’s representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and “occurrence” information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

11. Arbitration

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



accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

- (e) It is a condition precedent to any right of action or **suit** upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.
- (f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

12. Governing Law

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

SECTION V—EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to “bodily injury,” “property damage,” “personal injury” or “advertising injury” on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:
 - a. “Bodily injury” or “property damage” that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or
 - b. “Personal injury” or “advertising injury” caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Five years with respect to claims because of “bodily injury” and “property damage” arising out of an “occurrence” reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph **2.a.** of the DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT Condition in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV);
 - b. Five year with respect to claims because of “personal injury” and “advertising injury” arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph **2.a.** of the DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT Condition in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV); and
 - c. Sixty days with respect to claims arising from “occurrences” or offenses not previously reported to us.The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph **3.** above, ends.



You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

General Aggregate Limit

Products-Completed Operations Aggregate Limit

Paragraphs 2. and 3. of LIMITS OF INSURANCE (Section III) will be amended accordingly. The Personal and Advertising Injury Limit, the Each Occurrence Limit and the Fire Damage Limit shown in the Declarations will then continue to apply, as set forth in paragraphs 4., 5. and 6. of that Section.

SECTION VI—DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. 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;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title, or slogan.
2. "Auto" means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

Tata AIG General Insurance Company Limited

69

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425



- (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.
5. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 7. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
 8. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph **f.** does not include that part of any contract or agreement:
 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
 9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
 10. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or

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

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

- 11. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps, and generators, including spraying, welding, building cleaning, and geophysical exploration, lighting and well servicing equipment.
- 12. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 13. “Personal injury” means injury, other than “bodily injury,” arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
 - d. Oral or written publication of material that slander 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 of privacy.
- 14. “Products-completed operations hazard”;
 - a. Includes all “bodily injury” and “property damage” occurring away from premises you own or rent and arising out of “your product” or “your work” except:
 - (1) Products that are still in your physical possession; or



- (2) Work that has not yet been completed or abandoned. However, “your work” will be deemed completed at the earliest of the following times:
- a. When all of the work called for in your contract has been completed.
 - b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- b. Does not include “bodily injury” or “property damage” arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the “loading or unloading” of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
15. “Property damage” means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.
16. “Suit” means a civil proceeding in which damages because of “bodily injury, property damage” “personal injury,” or “advertising injury” to which this insurance applies are alleged. “Suit” includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
17. “Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
18. “Your product” means:
 - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

“Your product” includes:

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

“Your product” does not include vending machines or other property rented to or located for the use of others but not sold.
19. “Your work” means:
 - a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts, or equipment furnished in connection with such work or operations.



“Your work” includes:

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

----- draft of ----

DEFENSE COSTS INCLUSIVE ENDORSEMENT

Notwithstanding anything stated to the contrary anywhere in the policy, it is hereby understood and agreed that all expenses the Insurer incur or all expenses incurred by the Insured at the Insurer's request to assist the Insurer in the investigation or defence of the claim or 'suit' shall serve to reduce the limits of liability of this policy as stated in the Schedule.

All other terms and conditions remain unchanged.

PROFESSIONAL LIABILITY EXCLUSION

Notwithstanding anything to the contrary mentioned in the policy, 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.

All other terms and conditions remain unchanged.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

BATCH CLAUSE

Notwithstanding anything to the contrary mentioned in the policy, it is hereby declared and agreed that the insurance provided under this policy with respect to bodily injury or property damage resulting from the Named Insured's products is modified as follows:

Should a batch of merchandise or products from one prepared or acquired lot or processing method after being sold, cause bodily injury or property damage to more than one person, all such bodily injury or property damage resulting from such batch or lot, shall be considered as resulting from one common occurrence, and the date in which the Named Insured receives the first indication or knowledge of the claim, will be indicator of the policy year to bear the loss.

It is further agreed that the term processing method shall mean any method or methods, the object of which is to produce a product with the same constituents in identical proportions.

All other terms and conditions remain unchanged.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

DESIGNATED PRODUCT ENDORSEMENT

Notwithstanding anything contained in this policy to the contrary, the coverage under this policy shall only be limited to the products of the Insured, mentioned below:

- -----

All other terms and conditions remain unchanged.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

FINES & PUNITIFS DAMAGES EXCLUSION

Notwithstanding anything to the contrary mentioned in the policy, it is hereby declared that this Policy excludes all liability for fines, penalties and punitive or exemplary damages.

All other terms and conditions remain unchanged.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

ACTS OF GOD PERILS EXTENSION

Notwithstanding anything to the contrary mentioned in the policy, it is hereby understood and agreed that the policy will extend cover to liability arising out of Act of God Perils, namely Storm, Typhoon, Flood, Inundation, and Earthquake only.

All other terms and conditions remain unchanged.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

WAR AND TERRORISM EXCLUSION

Notwithstanding anything to the contrary mentioned in the policy, it is hereby understood and agreed that **SECTION I – COVERAGES 2 (i)** in the policy, which read as:

War

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

is deleted in its entirety and replaced with the following:

War

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, terrorism, rebellion or revolution.

All other terms and conditions remain unchanged.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

CARE, CUSTODY AND CONTROL EXCLUSION

Notwithstanding anything to the contrary mentioned in the policy, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for loss in connection with any claim made against the Insured arising out of, based upon or attributable to any property within the Care, Custody or Control of the Insured.

All other terms and conditions remain unchanged.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

ELECTROMAGNETIC FIELD/ RADIATION EXCLUSION

This insurance does not apply to any liability for "bodily injury", "property damage", "personal injury", "advertising injury" or any other loss, cost (including defense costs) or expense arising out of exposure to an Electromagnetic Field in any form, including but not limited to liability for the installation, operation, repair, sale, manufacture or distribution of any kind of equipment or products producing or in any way involving the effects of an Electromagnetic Field.

It is further understood and agreed that this policy does not cover any indirect or consequential losses arising from the above.

Definition of Electromagnetic Field:

For the purpose of this endorsement electromagnetic field means electric and magnetic fields generated by a varying electrical current through any medium including but not limited to wires whether or not intended for the purpose of conducting electricity.

All other terms and conditions remain unchanged.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

COVERAGE TERRITORY ENDORSEMENT

Notwithstanding anything to the contrary mentioned in the policy, it is hereby understood and agreed that definition of 'Coverage Territory' of **SECTION VI – DEFINITIONS** in the policy, which read as:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or
- c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in **a.** above; or
 - (b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.

is deleted in its entirety and replaced by:

4. "Coverage territory" means India (including its territories and possessions).

All other terms and conditions remain unchanged.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

JURISDICTION ENDORSEMENT

Notwithstanding anything to the contrary mentioned in the policy or in any of the endorsements hereon, it is hereby declared that this insurance applies to **bodily injury** and **property damage** only if any claim or **suit** is made or brought in the **coverage territory** only.

All other terms and conditions remain unchanged

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

SECTION - Customer Grievance Redressal Procedure

The Company is committed to extend the best possible services to its customers. However, if **you** are not satisfied with **our** services and wish to lodge a complaint, please feel free to call **our** 24X7 Toll free number 1800-266-7780/022-66939500 (tolled) or **you** may email to the customer service desk at customersupport@tata-aig.com.

Nodal Officer

Please visit **our** website at www.tataaiginsurance.in to know the contact details of the nodal officer for **your** servicing branch.

After investigating the grievance internally and subsequent closure, **We** will send **Our** response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, **We** will inform **you** of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to manager.customersupport@tata-aig.com. After investigating the matter internally and subsequent closure, **We** will send **Our** response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to the Head - Customer Services at head.customerservices@tata-aig.com. After examining the matter, **We** will send **you** our final response within a period of 7 days from the date of receipt of **your** complaint on this email id. Within 30 days of lodging a complaint with **us**, if **you** do not get a satisfactory response from **us** and **you** wish to pursue other avenues for redressal of grievances, **you** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Jurisdiction territory	Office of the Ombudsman
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel : 079-25501201/02/05/06 Email: bimalokpal.ahmedabad@gbic.co.in
State of Karnataka.	24th Main Road, Jeevan Soudha Bldg, JP Nagar, 1st Phase, Bengaluru – 560 025. Tel.: 080-22222049/22222048 Fax: 080 - Email: bimalokpal.bengaluru@gbic.co.in
States of Madhya Pradesh and Chattisgarh.	2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

State of Orissa.	62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email : bimalokpal.bhubaneswar@gbic.co.in
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	SCO No.101-103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706468/2772101 Fax : 0172-2708274 Email : bimalokpal.chandigarh@gbic.co.in
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044 - 24333668 / 24335284 Fax : 044-24333664 Email : bimalokpal.chennai@gbic.co.in
States of Delhi.	2/2 A, Universal Insurance Building, Asaf Ali Road, NEW DELHI-110 002. Tel.: 011-23234057/23232037 Fax : 011-23230858 Email : bimalokpal.delhi@gbic.co.in
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	“Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax : 0361-2732937 Email : bimalokpal.guwahati@gbic.co.in
States of Andhra Pradesh, Telangana and Union Territory of Yanam and a part of the Union Territory of Pondicherry.	6-2-46, 1 st Floor, Moin Court, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040-23376599 Email : bimalokpal.hyderabad@gbic.co.in
State of Rajasthan	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Road, Jaipur - 302 005. Tel.: 0141-2740363 Fax: 0141 - Email : bimalokpal.jaipur@gbic.co.in
State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	2nd Floor, CC 27/2603, Pulinat Bldg., M. G. Road, ERNAKULAM-682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email : bimalokpal.ernakulam@gbic.co.in
States of West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands.	Hindustan Building. Annexe, 4 th Floor, C.R. Avenue, Kolkatta – 700 072. Tel.: 033 - 22124339 / 22124346 Fax : 033 - 22124341 Email : bimalokpal.kolkata@gbic.co.in
Districts of Uttar Pradesh : Laitpur, Jhasi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar	Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email : bimalokpal.lucknow@gbic.co.in

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425

Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel.: 022-26106960/26106552 Fax: 022 - 26106052 Email : bimalokpal.mumbai@gbic.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	3 rd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-32341320 Fax: 020 -2 Email : bimalokpal.pune@gbic.co.in
State of Bihar and Jharkhand.	1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel No: 0612-2680952 Email: bimalokpal.patna@gbic.co.in
State of Uttaranchal and the following Districts of Uttar Pradesh : Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazaibad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur	Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. NOIDA – 201301 Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in

This Policy is subject to IRDAI (Protection of Policyholder's Interests) Regulation, 2017.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

UIN NO - 10021 CIN: U85110MH2000PLC128425