

COMMERCIAL GENERAL LIABILITY POLICY

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 Section II - Who Is an Insured.

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

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

NOW WE agree, subject always to the following terms, exclusions, limitations and conditions, to indemnify **you** in excess of the amount of the [Deductible/Retention] and subject to the Limit of Indemnity, against such loss as is herein provided."

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 liable to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. **We** will have the right and duty to defend 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 Section III - Limits Of Insurance; 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.
- (3) **Our** duty to defend applies only in those countries in the **coverage territory** where the laws of the territory permit **us** to defend. In those countries in the **coverage territory** where the laws of the territory do not permit **us** to

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defend, **we** will reimburse **you** for **your** defense costs, subject to **our** prior authorization in writing.

No other liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - 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** occurs during the policy period; and
 - (3) Any claim or **suit** is made or brought in the **coverage territory** or the United States of America, its territories and possessions, Puerto Rico or Canada.
- c. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the **bodily injury**.

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

Bodily injury or **property damage**, which the Insured is liable to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the Insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of **bodily injury** or **property damage**, provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and

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- (b) Such legal 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 claimed.

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 liability 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 liability to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the Insured under an **insured contract**.

f. Pollution

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(1) **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- (a) At or from any premises, site or location, which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this subparagraph does not apply to:
 - (i) **Bodily injury** if sustained within a building and caused by smoke, fumes vapor or soot from equipment used to heat that building;
 - (ii) **Bodily injury** or **property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site or location has been added to **your** policy as an additional Insured with respect to **your** ongoing operations performed for that additional Insured at that premises, site or location and such premises, site or location is not or never was owned or occupied by, or rented or loaned to, any Insured, other than that additional Insured; or
 - (iii) **Bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**;
- (b) At or from any premises, site or location which is or was at any time used by or for 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 if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) **Bodily injury** or **property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the

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operations being performed by such Insured, contractor or subcontractor;

- (ii) **Bodily injury or property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by **you** or on **your** behalf by a contractor or subcontractor; or
 - (iii) Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire.
- (e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that 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**.

However, this paragraph does not apply to liability for damages because of **property damage** that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **suit** by or on behalf of a governmental authority.

g. Aircraft, **Auto** or Watercraft

Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to 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 50 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;

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- (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, invasion, act of foreign enemy, civil commotion, factional civil commotion, **terrorism**, military or usurped power, rebellion or revolution.

j. Damage To Property

Property damage to:

- (1) Property **you** own, rent, or occupy;
- (2) Premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in 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.

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

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

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

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

k. Damage To **Your product**

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

l. Damage To **Your work**

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

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

m. Damage to **Impaired Property** Or Property Not Physically Injured

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

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

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

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

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

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

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

o. Employment-Related Practices

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Bodily injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of **bodily injury** to that person at whom any of the employment related practices describe in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

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

p. Personal and advertising injury

Bodily injury arising out of **personal and advertising injury**.

q. Asbestos

Property damage or **bodily injury**, arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any liability of the Insured to indemnify any party because of damages arising out of such **property damage** or **bodily injury** as a result of manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

r. Nuclear

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

- (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 Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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a. **We** will pay those sums that the Insured becomes legally liable to pay as damages because of **personal and advertising injury** to which this insurance applies. **We** will have the right and duty to defend 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 and advertising injury** to which this insurance does not apply. **We** may, at **our** discretion, investigate any offense and settle any claim or **suit** that may result. But:

- (1) The amount **we** will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) **Our** right and duty to defend will end when **we** have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- (3) **Our** duty to defend applies only in those countries in the **coverage territory** where the laws of the territory permit **us** to defend. In those countries in the **coverage territory**, where the laws of the territory do not permit **us** to defend, **we** will reimburse **you** for **your** defense costs, subject to **our** prior authorization in writing.

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

- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of **your** business, but only if the offense was committed in the **coverage territory** during the policy period. Any claim or **suit** must be made or brought in the **coverage territory** or the United States of America, its territories and possessions, Puerto Rico or Canada.

2. Exclusions

This insurance does not apply to:

a. **Personal and advertising injury:**

- (1) Caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**;
- (2) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of any Insured;

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- (5) 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;
- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in **your advertisement**;
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in **your advertisement**;
- (8) Arising out of the wrong description of the price of goods, products or services stated in **your advertisement**;
- (9) Committed by an Insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 15.a., b. and c. of **personal and advertising injury** under the Definitions Section;
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time;
- (11) Arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the Insured to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust; or
- (12) Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, terrorism, military or usurped power, rebellion or revolution.
- (13) (a) To a person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or(b) The spouse, child, parent, brother or sister of that person as a consequence of **bodily injury** to that person at whom any of the employment related practices describe in paragraphs (i), (ii) or (iii) above is directed.

This exclusion (13) applies whether the Insured may be liable as an employer or in any other capacity; and to any liability to share damages with or repay someone else who must pay damages because of the injury.

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- b. 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**.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

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

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

Provided that:

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

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

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

2. Exclusions

We will not pay expenses for **bodily injury**:

- a. To any Insured.
- b. To a person hired to do work for 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.

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- 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, invasion, act of foreign enemy, civil commotion, factional civil commotion, **terrorism**, military or usurped power, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. **We** will pay, with respect to any claim **we** investigate or settle or any **suit** against an Insured **we** defend:

- a. All expenses **we** incur.
- b. Up to \$250 or equivalent thereof for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury** Liability Coverage applies. **We** do not have to furnish these bonds.
- c. 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.
- d. 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.
- e. All costs assessed or taxed against the Insured in the suit.
- f. 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.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If **we** defend 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) Co-operate 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) Co-operate 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, legal 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 Section I - Coverage A - **Bodily Injury and Property Damage** Liability, such payments will not be deemed to be damages for **bodily injury** and **property damage** and will not reduce the limits of insurance.

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

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

SECTION II- WHO IS AN INSURED

1. If **you** are designated in the Declarations as:
 - a. An individual, **you** and **your** spouse are 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. An organization other than a partnership, or a joint venture **you** are an Insured. **Your** **executive officers** and directors are Insureds, but only with respect to their duties as **your** officers or directors. **Your** stockholders are also Insureds, but only with respect to their liability as stockholders, with respect to the conduct of **your** business.
2. Each of the following is also an Insured:
 - a. **Your employees**, other than either **your executive officers** (if **you** are an organization other than a partnership, or joint venture), but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business. However, none of these **employees** is an Insured for:
 - (1) **Bodily injury or personal and advertising injury:**
 - (a) To you, to **your** partners or members (if **you** are a partnership or joint venture), or to a co-**employee** while that co-**employee** is either in the course of his or her employment or while performing duties related to the conduct of **your** business;
 - (b) To the spouse, child, parent, brother or sister of that co-**employee** as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any liability to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) **Property damage** to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of **your employees**, any partner or member (if **you** are a partnership or joint venture), or any member
- b. Any person (other than **your employee**) or any organization while acting as **your** real estate manager.
- c. Any person or organization having proper temporary custody of **your** property if **you** die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until **your** legal representative has been appointed.
- d. **Your** legal representative if **you** die, but only with respect to duties as such. That representative will have all **your** rights and duties under this 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, or joint venture, and over which **you** maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. 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 and advertising injury** arising out of an offense committed before **you** acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the maximum **we** will pay regardless of the number of:

- a. Insureds;
- b. Claims made or **suits** brought; or
- c. Persons or organizations making claims or bringing **suits**.

2. The Master Control Program Aggregate is the maximum **we** will pay for the sum of damages paid under this policy and any **local underlying policy**. **You** will reimburse **us** within thirty (30) days of **our** request for any payment **we** make under this policy or any **local underlying policy** for damages or expenses after the Master Control Program Aggregate is exhausted.

3. Subject to 2. above, the General Aggregate Limit is the maximum **we** will pay for the sum of:

- a. Medical expenses under 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.

4. Subject to 2. above, the Products-Completed Operations Aggregate Limit is the maximum **we** will pay under Coverage A for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.

5. Subject to 3. above, the **Personal and Advertising Injury** Limit is the maximum **we** will pay under Coverage B for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization.

6. Subject to 3. or 4. above, whichever applies, the Each **Occurrence** Limit is the maximum **we** will pay for the sum of:

- a. Damages under Coverage A; and

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b. Medical expenses under Coverage C

because of all **bodily injury** and **property damage** arising out of any one **occurrence**.

7. Subject to 6. above, the Damage To Premises Rented To You Limit is the maximum we will pay under Coverage A for damages because of property damage to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

1. Subject to 6. above, the Medical Expense Limit is the maximum we will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person.

2. All payments made under any local policy issued to you by us or any other insurance company will reduce the Limits of Insurance of this policy.

The Limits of Insurance of this 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;

(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 and the date received; and

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- (2) Notify **us** as soon as practicable.

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

c. **You** and any other involved Insured must:

- (1) Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the claim or a **suit**;
 - (2) Authorize **us** to obtain records and other information;
 - (3) Co-operate with **us** in the investigation or settlement of the claim or 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 in writing.

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.

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b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for **your work**;
 - (b) That is Fire insurance for premises rented to **you** or temporarily occupied by **you** with permission of the owner;
 - (c) That is insurance purchased by **you** to cover **your** liability as a tenant for **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A **Bodily injury** And Property Damage Liability.
- (2) Any other primary insurance available to **you** covering liability for damages arising out of the premises or operations for which **you** have been added as an additional Insured by attachment of an endorsement; or
- (3) Any of the other insurance or **your** self-insurance plan that that covers a loss on the same basis.

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this 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

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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.

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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.

10. **Cancellation**

- (a) **We** may cancel this Policy by giving 30 days written notice of such cancellation to the last known address of the first named Insured and in such event **we** will return a pro-rata portion of the premium (subject to retaining the minimum premium prescribed under the Policy) for the unexpired Policy Period.
- (b) This Policy may also be cancelled by **you** by giving 30 days written notice to **us** in which event **we** will retain premium at the customary short period scale, provided that there has been no Claim under the Policy during the Policy Period in which case no refund of premium shall be allowed.
- (c) The payment or tender of any unearned premium by **us** shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

11. Changes

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

12. Examination of **Your** Books and Records

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

13. Inspections and Surveys

a. **We** have the right to:

- (1) make inspections and surveys at any time;
- (2) give **you** reports on the conditions **we** find; and
- (3) recommend changes.

- b. We are not obligated to make any inspections, surveys, reports or recommendations, and such actions **we** do make relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the

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health or safety of workers or the public. And, **we** do not warrant that conditions:

- (1) are safe or healthful; or
 - (2) comply with laws, regulations, codes or standards.
- c Paragraphs a. and b. of this condition apply not only to **us**, but also to any rating, advisory, rate service or similar or other organization which makes insurance inspections, surveys, reports or recommendations.
- d Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations **we** may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

14. Premiums

The first Named Insured shown in the Declarations:

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

15. Transfer of Your Rights and Duties Under This Policy

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

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

16. 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.

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- (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.

17. Governing Law

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

SECTION V - DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about **your** goods, products or services for the purpose of attracting customers or supporters.
2. **Auto** means a land motor vehicle, trailer or 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 anywhere in the world, including International waters or airspace, but excluding the United States of America, (including its territories and possessions), Puerto Rico and Canada.
5. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
6. **Executive officer** means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.
7. **Hostile fire** means one, which becomes uncontrollable or breaks out from where it was intended to be.
8. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

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- a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. **You** have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of **your product** or **your work**; or
 - b. **Your** fulfilling the terms of the contract or agreement.

9. **Insured contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

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- (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 failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
- 10. **Leased worker** means a person leased to **you** by a labor-leasing firm under an agreement between **you** and the labor-leasing firm, to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.
- 11. **Loading or unloading** means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
 - b. While it is in or on an aircraft, watercraft or **auto**; or
 - c. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered; but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.
- 12. **Local underlying policy** means a primary policy effective on or after the inception of this policy, which has been issued at **our** direction or coordinated by **us** specifically for this insurance program.
- 13. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises **you** own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a, b, c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

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- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b. c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on **automobile** or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
14. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
15. **Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in **your advertisement**; or
 - g. Infringing upon another's copyright, trade dress or slogan in **your advertisement**.
16. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including

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smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

17. Products-completed operations hazard:

- a. Includes all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **your product** or **your work** except:

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

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

- b. Does not include **bodily injury** or **property damage** arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any Insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

18. Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

19. **Suit** means a civil proceeding in which damages because of **bodily injury**, property damage or **personal and advertising injury** to which this insurance applies are alleged. **Suit** includes:

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- a. An arbitration proceeding in which such damages 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.

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

21. **Terrorism** means the unlawful use of violence against persons or property to further political objectives, and which is intended to intimidate or coerce a government, individuals or persons to modify their behavior or policies, or an act which is verified by the United States Department of State as an act of **terrorism**. **Terrorism** does not include:

- a. Any act of violence directed at a specific individual or individuals which is motivated by personal reasons specific to the parties, i. e., robbery, crime of passion, murder; or
- b. Any act of war or civil war.

22 **Your product** means:

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

Your product includes:

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

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

23 **Your work** means:

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

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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.

Customer Grievance Redressal Procedure

The Company is committed to extend the best possible services to its customers. However, if **Insured** 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 (toll free) or **Insured** may email to the customer service desk at customersupport@tataaig.com.

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the nodal officer for **Insurer's** 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 **Insured** of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet **Insured's** expectations, **Insured** can write to manager.customersupport@tataaig.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 the insured's expectations, **Insured** can write to the Head - Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send **Insured** our final response within a period of 7 days from the date of receipt of the **Insured's** complaint on this email id.

Within 30 days of lodging a complaint with us, if **Insured** do not get a satisfactory response from us and the **Insured** wish to pursue other avenues for redressal of grievances, the **Insured** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

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BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.:0755-2769201/2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chhattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706194 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Jammu & Kashmir, Chandigarh. Ladakh
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

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HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G. Road, Ernakulam - 682 011. Tel.: 0484 – 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, 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, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Bihar,

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Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Jharkhand.
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of the Insurance Ombudsman offices are also available at the IRDAI website www.irda.gov.in, or on the website of Governing Body of Insurance Council www.cioins.co.in.

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

Commencement of risk cover under the Policy is subject to receipt of payable premium by Tata AIG General Insurance Company Limited.