

PUBLIC LIABILITY (INDUSTRIAL & STORAGE RISKS) INSURANCE POLICY ENDORSEMENT & CLAUSES

The following clauses and/or endorsements shall be attached to the policies whenever applicable -

1. ABSOLUTE POLLUTION EXCLUSION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of any liability of whatsoever nature directly or indirectly caused by or contributed by or arising from the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

2. ASBESTOS EXCLUSION CLAUSE

This insurance does not apply to bodily injury or property damage, including any kind of consequential economic loss, resulting from the existence, handling, processing, manufacturing, sale, distribution, storage or use of

1. asbestos products and/or asbestos which is contained in any product.
2. substitutions of asbestos and/or products containing substitutions of asbestos.

3. CLARIFICATION AGREEMENT

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

1. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001 EXCLUSION CLAUSE

It is hereby declared and agreed that a person who is not a party to this Policy contract shall have no right under the Policy.

5. CYBER RISKS EXCLUSIONS CLAUSE (NMA2915)

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- a) This Policy does not insure, 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.

ELECTRONIC DATA means 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.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programme or otherwise, those propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic bombs'.

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

Listed Perils

Fire

Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by the 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 generations. 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 Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

6. DUTY OF DISCLOSURE

We would remind you that you must disclose to us fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your policy.

7. ELECTRONIC DATE EXCLUSION CLAUSE

The indemnity will not apply to any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to:-

1. correctly recognize any date as its true calendar date
2. capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
3. capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

8. TERRORISM DAMAGE EXCLUSION WARRANTY

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

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

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

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

9. Cover for Valuable Documents

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy, the Indemnity granted by this Policy shall, in addition extend to indemnify the insured in respect of costs necessarily and reasonably incurred in rewriting or redrawing Plans or Specifications of the contract works insured hereunder, when such Plans or Specifications are lost or damaged by any cause not excluded by this section and the Insured needs to have them redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out.

The liability of the Company shall not exceed in the aggregate during the Policy Period the Limit of Indemnity set forth in the Schedule.

10. ALTERATIONS AND REPAIRS

Workmen are allowed in on or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.

11. AUTOMATIC ADDITION AND DELETION OF INSURED LOCATIONS

It is hereby declared and agreed that this Policy shall extend to cover automatic additions and deletion of insured locations.

Provided always, the Insured undertakes to furnish:-

- 1) An updated list of insured locations as at commencement or renewal date
- 2) An updated list of insured locations at expiry date for premium adjustments

It is hereby further noted and agreed that:-

- A) Any new locations during the policy period or any location not included in 1 above will be covered
- B) No declaration to be made by Insured during the Policy Period on any addition and/or deletion of insured locations subject to Premium adjustment formula as follows:-

$$\frac{\text{No of insured locations (At expiry date)} - \text{No of insured locations (At commencement date)}}{\text{-----}} \times \text{Annual Premium}$$

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12. BREACH OF CONDITIONS

The conditions and warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any condition or warranty shall void the Section only in respect of all the risks to which that breach applied and does not affect the Section in respect of the other risk.

13. BREACH OF WARRANTIES

Any breach of the within warranties without the knowledge and consent of the Insured shall not prejudice this Insurance provided notice, in writing, be given to the Company immediately upon such breach coming to their knowledge.

14. CAR PARK FACILITIES ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured in respect of loss of or damage to vehicles under the control of the Insured or the Insured's Parking Attendants whilst in the Car Park of the Insured.

Provided always that :-

1. The Company shall not be liable for any such loss or damage insofar as such loss or damage is covered by any other insurance.
2. The liability of the Company under this Endorsement in respect of any such loss or damage and under the Policy in respect of any bodily injury or damage to property shall not in any case exceed the Limit of Indemnity specified in this Policy.

Disclaimer notices shall be permanently displayed in prominent positions at each entrance to the parking area.

15. CARE / CUSTODY / CONTROL EXTENSION CLAUSE

It is hereby declared and agreed that the indemnity expressed in this Policy shall apply to liability in respect of loss of or damage to property:-

1. in the charge or under the control of the Insured or any servant or agent of the Insured.
2. being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work.

The extension of cover shall be subject to the following:-

Limits of Indemnity: Any One Accident
 Aggregate during the Policy Period
 Excess:any one loss

16. COMMERCIAL VISITS WORLDWIDE EXTENSION CLAUSE

It is hereby declared and agreed that this Policy extends to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Insured's Executive and/or Directors whilst engaged in the Insured's business anywhere in the World excluding USA and Canada.

Provided always that the liability of the Company under this extension shall not exceed the Limits of Indemnity granted under this Policy.

17. CONTINGENT LIABILITY COVERAGE FOR CONTRACTORS/SUB-CONTRACTORS

It is hereby understood and agreed that this Policy extends to cover the Insured's legal liability in respect of acts of employees of their Contractors and/or Sub-Contractors arising out of work or operations for which the Insured may be responsible.

Provided always that the Indemnity given is on the condition that :-

1. It is contingent upon the liability incurred not being covered or indemnified by an Insurance of the Contractors and/or Sub-Contractors.
2. If any claim submitted is covered by the Contractors' or Sub-Contractors' more specific insurance then this Policy shall not insure the same except only as regards any excess beyond the Limit of Indemnity covered by such specific insurance.

18. CROSS LIABILITY CLAUSE

For the purpose of this Policy each of the parties comprising the Insured shall be considered as separate and distinct unit and the words " The Insured " shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and the Company hereby agrees to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any occurrence in respect of which claim is made hereunder.

The inclusion herein of more than one Insured shall not operate to increase the Limits of the Company's Liability as stated in the Policy.

19. EMPLOYEE TRAINING

It is hereby declared and agreed that this Policy is extended to cover the liability of the Insured's employees whilst undergoing training within the territorial limit stated in this Policy.

20. EMPLOYEES' PERSONAL EFFECTS

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured in respect of damage to the Personal Effects of the Insured's Employees occurring at the place or places at which this Policy applies.

The liability of Company shall not exceed:

..... any one employee and
..... in the aggregate any one accident.

The Company shall not be liable for any motor vehicles, precious metals, precious stones or articles made therefrom or money.

21. ERRORS AND OMISSIONS CLAUSE

The Insured shall not be prejudiced by an unintentional and/or inadvertent omission error or incorrect valuation or description of this interest risk or property provided notice is given to the Company as soon as practicable upon discovery of such error or omission.

22. FIRE BRIGADE WATER DAMAGE EXTENSION

The Company will indemnify the Insured in respect of loss or damage to third party property caused by or arising out of the use of water or chemicals by the fire brigade to extinguish a fire on the Insured's premises.

23. FOOD AND BEVERAGE EXTENSION

Notwithstanding anything contained herein to the contrary of this Policy, it is hereby declared and agreed that this Policy is extended to include liability in respect of accidental injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the Insured in the Business at the Insured's Premises named in the Schedule

Provided that:

1. For the purpose of this extension the word "injury" wherever used in this Extension shall be deemed to include illness.
2. The liability of the Company shall not in any case exceed the Limit of Indemnity specified in this Policy.
3. The Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

24. LOADING AND UNLOADING CLAUSE

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured in respect of any bodily injury or loss of or damage to property caused or arising from beyond the limits of any carriage-way or thoroughfare in connection with :-

1. The bringing of the load to such vehicle for loading thereon
2. The taking away of the load from such vehicle after unloading therefrom by any person other than the driver or attendant of such vehicle.

Provided always that the liability of the Company under this Policy and Endorsement in respect of any bodily injury or loss of or damage to Property shall not in any way exceed the Limit of Indemnity specified in this Policy.

25. LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

26. MISDESCRIPTION CLAUSE

This Policy shall not be prejudiced by any alteration or misdescription of occupancy. Notice to be given to the Company immediately the Insured become aware of the same and to pay additional premium, if required from the date of the inception of the increased hazard.

27. NEON/ADVERTISING SIGNS

It is hereby declared and agreed that the insurance by this Policy is extended to cover the legal liability of the Insured arising out of accidents caused by or through the Neon/ Advertising Signs installations the property of the Insured situated in India.

Warranted that the Insured shall comply with all statutory enactments bye-laws and regulations and shall at all times ensure that the Neon/ Advertising Signs installations are kept in a proper state of repair and if any defect be discovered the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require.

Provided always that the liability of the Company under this extension in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Liability specified in this Policy.

28. AGREED BANK CLAUSE

The Company undertakes to obtain the Bank's or Finance Company's consent prior to their cancellation of the Policy if instructions have been received for the cancellation of the Policy and also to advise the Bank's or Finance Company's immediately of any other material changes which are proposed to be made in the terms of the Insurance.

29. NON-INVALIDATION CLAUSE

It is hereby agreed that this insurance shall not be invalidated by:-

1. any change of occupancy or increase of risk taking place in the property insured without the Insured's knowledge provided that they shall immediately on the same coming to their knowledge advise the Company and pay any additional premium that may be required from the date of such increase of risk.
2. workmen on the premises for the purpose of effecting repairs minor alterations or general maintenance purposes and the like.

30. NON-OWNED/HIRED VEHICLES CLAUSE

The Company will indemnify the Insured in respect of legal liability and costs and expenses in respect of bodily injury or damage as defined in the Policy arising out of the use of any motor vehicle owned or non-owned or hired by the Insured's Employees and used in the course of the Insured's Business.

Provided always that the Company shall not be liable for:-

1. Bodily injury to any person being carried by a motor cycle otherwise than in a side-car attached to it.
2. Loss of or damage to such vehicle.
3. injury or damage arising while such vehicle is being:
 - (a) Driven by the Insured.
 - (b) Driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such vehicle unless such a person holds and is not disqualified for holding or obtaining such a licence.
 - (c) used elsewhere than in the Republic of India.
4. any accident giving rise to a claim under this Policy if at the time of the occurrence of such accident there is any other existing insurance covering the same liability.

31. PRODUCTS EXCLUSION ENDORSEMENT

Notwithstanding anything contained in the Policy to the contrary the indemnity expressed in this Policy shall not apply to or include any liability in respect of injury illness loss or damage caused by or in connection with or arising from any commodity article product or thing supplied repaired altered or treated by or to the order of the Insured.

32. SOCIAL/RECREATIONAL ACTIVITIES

It is hereby declared and agreed that this Policy is extended to indemnify the Insured in respect of the Insured's legal liability for death or bodily injury loss of or damage to property as within defined in this Policy caused by or arising out of and in connection with any social recreational or welfare activities organized supervised and managed by the Insured for its invited participants including employees their families and friends anywhere in Republic of India.

The word "Insured" whenever appearing includes as an Insured any person who is a member of the organizing or management committee for such social recreational or welfare activities but only while acting within the scope of their duties as such.

It is further declared and agreed that the indemnity granted under this Policy is also extended to apply to occurrences during the Policy period caused by arising out of and in connection with drinks, beverages or food served by the Insured during such social, recreational or welfare activities.

In the event of a claim the Company will not raise the defence that such participants and employees are not third parties.

33. SPRINKLER LEAKAGE CLAUSE

This indemnity provided by this Policy extends to include the Insured's legal liability for loss or damage caused by the accidental discharge of the sprinkler installation.

34. TENANT'S LIABILITY CLAUSE

It is hereby declared and agreed that the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damage in respect of:-

1. accidental bodily injury to any person
2. accidental damage to property

Happening during the Period of Insurance and arising from the occupancy of Premises leased or rented by the Insured.

Provided always that this extension shall not apply to liability assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.

The Company's Liability under this extension shall not exceed Limit of Indemnity.....

35. VEHICLE LOAD CLAUSE

In the event of any of the Insured's vehicles trailers/containers being left loaded overnight whilst in and/or on the Insured's premises the Company will indemnify the Insured in respect of liability for injury or damage to property arising out of or in connection with such load.

36. VIBRATION/REMOVAL OR WEAKENING OF SUPPORT ENDORSEMENT

Notwithstanding anything contained to the contrary, it is noted and agreed that the indemnity granted under the Policy is extended to include liability in respect of damage to Third Party property, land or building caused by vibration or by the removal or weakening of support.

Provided always that

1. Immediately upon discovery of damage to third party property caused by vibration or by the removal or weakening of support due or alleged to be due to any operations of the Insured or any person acting on his behalf the Insured shall suspend operations, carry out repairs and install additional supports to damage property. If the Insured shall fail to comply with this Special Provision the Company shall be under no liability for any claims in respect of the damage property.
2. The Company shall not be liable for
 - (a) Claims in respect of damage to building under demolition or declared by the Public Authority to be dangerous.
 - (b) Any expenses incurred in taking safety measures to prevent damage to third party property.

- (c) Claims in respect of loss or damage to buildings or other structures caused by cracking or otherwise unless the stability of the building or structure or the safety of its users is impaired.
- (d) Loss or damage to property which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution.
- (e) the first or ...% of the loss amount whichever is the greater in respect of each and every claim for loss or damage to Third Party Property due to vibration removal or weakening of support.

3. The liability of Company under this extension in respect of all or any occurrence shall not exceed in the aggregate

37. WAIVER OF SUBROGATION CLAUSE

Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of endorsing any rights and remedies or of obtaining relief of indemnity from _____ whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

The rights of subrogation against _____ is hereby waived.