



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**DEFENSE COSTS INCLUSIVE ENDORSEMENT**

It is hereby understood and agreed that notwithstanding anything stated to the contrary anywhere in the policy, all expenses incurred by the Insured in the investigation or defense of the claim or "suit" shall serve to reduce the limits of liability of this policy as stated in the Schedule.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**DEFENSE COSTS ENDORSEMENT (In addition excluding US/Canada)**

It is hereby understood and agreed that notwithstanding anything stated to the contrary anywhere in the policy, all expenses incurred by the Insured in the investigation or defense of the claim or "suit" shall serve to reduce the limits of liability for US and Canada Claims only, for rest of the jurisdictions the defense cost shall be in addition to the Limits of this policy as stated in the Schedule.

**All other terms and conditions remain unchanged.**

# HDFC ERGO General Insurance Company Limited

## Endorsement Wordings



### COMMERCIAL GENERAL LIABILITY PLUS POLICY

#### DEFENSE COSTS IN ADDITION TO LIMITS

It is hereby understood and agreed that notwithstanding anything stated to the contrary anywhere in the policy, all expenses incurred by the Insured in the investigation or defense of the claim or "suit" shall not reduce the limits of liability of this policy as stated in the Schedule upto INR..... Any One Occurrence and in the Aggregate

**All other terms and conditions remain unchanged.**

#### EMPLOYER'S LIABILITY ENDORSEMENT

<b>Territory</b>	
<b>Jurisdiction</b>	
<b>Sub-Limit of Liability (Sub-Limit of the General Aggregate Limit mentioned in the Schedule)</b>	

#### Coverage:

In consideration of the premium charged, it is hereby declared and agreed that the insurance by this policy is extended to cover Employer's Liability to indemnify the Insured for

- (a) all sums which the **Insured** shall become legally liable to pay by way of compensation and claimants' costs and expenses in respect of bodily injury arising out of and in the course of employment by the **insured**.
- (b) all costs and expenses of litigation incurred by the **insured** with the written consent of the Company in respect of a claim against the **insured** to which the indemnity expressed herein applies

#### Exclusions:

This Endorsement does not apply:

- (a) To operations conducted at or from any work place not described in the schedule if the Insured has, under the workmen's compensation law, other insurance for such operations;
- (b) Unless required by law or described in the schedule, to domestic employment or to farm or agricultural employment;
- (c) To liability assumed by the insured under any contract or agreement, but this exclusion does not apply to a warranty that work performed by or on behalf of the insured will be done in a workmanlike manner;
- (d)
  - i) To punitive or exemplary damages on account of "bodily injury" to or death of any employee employed in violation of law, or
  - ii) With respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;
- (e) To "bodily injury" by disease unless prior to six months after the end of the policy period written claim is made or "suit" is brought against the insured for damages because of such injury or death resulting there from;
- (f) To any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law.
- (g) in respect of any illness or disease arising out of and in the course of employment by the **insured** unless prior to six months after the end of the policy period written claim is made or **suit** is brought against the insured for damages because of such injury or death resulting there from
- (h) This extension shall be subject to an absolute Communicable disease Exclusion
- (i) This extension shall not apply to any obligations incurred or imposed upon an insured (or which is imputed to an insured) under the "Employee Retirement Income Security Act of 1974" Public Law 93-406 and any law amendatory thereof;
- (j) this extension shall not apply to any liability assumed by the insured under any contract or agreement, but this exclusion does not apply to a warranty that work performed by or on behalf of the insured will be done in a workmanlike manner;
- (k) This extension shall not apply to any director and / or officer of the Named Insured by reason of any wrongful act committed in their capacity as director and / or officer of the Named Insured. It is further agreed that the term "wrongful act" shall be

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

defined as, but not limited to, any breach of duty, neglect, error, misstatement, misleading statement, omission or other act actually done or attempted by any director and/or officer claimed against them solely by reason of their capacity as such

- (a) A **Self-Insured Retention** Limit of [As mentioned in binder] per claim shall be applicable for employees not insured under the scheduled underlying insurance.

**Limits of Liability**

The company's liability shall not exceed INR \_\_\_\_\_ Any One Accident and in the Aggregate, for all damages because of "bodily injury" by disease including death at any time resulting therefrom, sustained by one or more employees of the insured in operations designated in the schedule or in operations necessary or incidental thereto. This limit is a shared limit with the General Liability Coverage, mentioned in the schedule.

Irrespective of the number of claimants, the Limit of Liability of the Company under this extension in respect of any one occurrence and in the aggregate shall not exceed INR xxxx and is inclusive of all legal costs and expenses.

The inclusion herein of more than one insured shall not operate to increase the limits of the Company's liability.

**Other Insurance**

If the Insured has other insurance against a loss covered by this policy, the company shall not be liable to the Insured hereunder for a greater proportion of such loss than the amount which would have been payable under this policy, had no such other insurance existed, bears to the sum of the said amount and the amounts which would have been payable under each other policy applicable to such loss, had each such policy been the only policy so applicable.

**Subrogation**

In the event of any payment under this policy, the company shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this policy against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Nothing herein contained shall be held to vary, alter, waive or change any of the insuring agreements, exclusions, conditions or declarations of the policy, except as herein above set forth.

**ERISA EXCLUSION**

Notwithstanding anything to the contrary mentioned in the policy or in any of the endorsements hereon, it is agreed that coverage afforded under this policy shall not apply as respects to any obligations incurred or imposed upon an insured (or which is imputed to an insured) under the "Employee Retirement Income Security Act of 1974" Public Law 93-406 and any law a mandatory thereof.

**EMPLOYMENT PRACTICES EXCLUSION**

Notwithstanding anything to the contrary mentioned in the policy or in any of the endorsements hereon, it is hereby understood and agreed that this policy does not cover Employment Practices Liability.



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**DIRECTORS' AND OFFICERS' LIABILITY EXCLUSION**

Notwithstanding anything to the contrary mentioned in the policy or in any of the endorsements hereon, it is agreed that coverage afforded by this policy shall not apply to any director and / or officer of the Named Insured by reason of any wrongful act committed in their capacity as director and / or officer of the Named Insured.

It is further agreed that the term "wrongful act" shall be defined as, but not limited to, any breach of duty, neglect, error, misstatement, misleading statement, omission or other act actually done or attempted by any director and/or officer claimed against them solely by reason of their capacity as such.



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**WORKMEN'S COMPENSATION EXCLUSION**

In consideration of the premium charged, it is understood and agreed that coverage under this policy does not apply to any obligation for which the Insured or any carrier as his insurer may be held liable under any Workers' Compensation, Occupational Disease, Unemployment Compensation or Disability Benefits or similar law

It is also further understood and agreed that in the course of any obligation of the Insured to indemnify another because of liability arising out of such injury is excluded from coverage under this policy

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**VALUABLES UNDER CARE, CUSTODY AND CONTROL EXTENSION**

NOTWITHSTANDING anything herein contained to the contrary it is hereby agreed and declared that the Insurance under this policy shall extend to include legal liability of the Insured for loss / damage to property of residents / bonafide guests, whilst they are in the Care, Custody or Control of the Insured in the premises referred to in the Schedule upto INR..... Any One Occurrence and in the Aggregate, which shall form part of the overall General Aggregate Limit mentioned in the Schedule of the policy.

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of loss or damage to valuables of residents/ bonafide guests, unless they are kept in the strong room / cloak room maintained by the Insured for safe keeping and the Insured maintains proper records, showing the items deposited therein by each resident / bonafide guest. IN NO CASE, SHALL THE POLICY COVER LOSS OF MONIES, SECURITIES, DOCUMENTS (INCLUDING CREDIT CARDS) AND PLANS.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**VALET PARKING EXTENSION**

NOTWITHSTANDING anything herein contained to the contrary it is hereby agreed and declared that the Insurance under this policy shall extend to include legal liability of the Insured for loss / damage to property of residents / bonafide guests while availing of the Valet parking facility at the hotel premises and in fenced parking lots outside the hotel premises, secured, managed and operated by the Insured upto INR..... Any One Occurrence and in the Aggregate, which shall form part of the overall General Aggregate Limit, mentioned in the Schedule of the policy.

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of loss or damage to property of residents/ bonafide guests unless the valet parking area maintained by the insured is protected by security guards.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**GARAGE KEEPER'S INSURANCE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided as under:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Item 1**

The insurance afforded by this endorsement is only with respect to the following Coverages as indicated by a specific premium charge or charges. The limit of the Company's liability against each such Coverage shall be as stated or designated herein, subject to all the terms of this endorsement having reference thereto.

Coverage's	Limit of Liability		
	Each Location	Loss Deductible	Premium
Fire or Explosion or Theft or Larceny, or Malicious Mischief and Vandalism; & Collision	As specified in item 5 below	To be specified	INR .....

**Item 2**

The following are the addresses of all premises where the above coverage will apply

Location No.	Address (Show main location, if any, as Location No. 1)	Maximum No. of Customers' Automobiles Stored	*Aggregate Limit of Liability
1	Within the "Designated Premises" in the Coverage Territory		INR

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified by this endorsement agrees with the named insured as follows:

**I. COVERAGE AGREEMENTS**

1. The Company will pay on behalf of the Insured all sums which the insured shall become legally obligated to pay as damages because of:

Loss to an automobile caused by:

- (a) fire or explosion; or
- (b) theft or larceny; or
- (c) malicious mischief or vandalism.

**COLLISION COVERAGE**-loss to an automobile in the care or custody of a garage caused by collision.

Occurring while such automobile or other property is in the custody of the insured for safekeeping or storage service at a location stated in the Schedule and the Company shall have the right and duty to defend any "suit" against the insured seeking damages on account of such loss, even if any of the allegations of the "suit" are groundless, false or fraudulent, and may make such investigation and settlement of any claim or "suit" as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any "suit" after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

**2. Supplementary Payments**

The supplementary payments provisions of the policy are applicable to the insurance afforded by this endorsement, except the provision with respect to the cost of bail bonds.

**Exclusions**

This insurance does not apply:

- (a) to liability of the Insured under any agreement to be responsible for loss;

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

- (b) to an automobile or other property
- (1) owned by or rented to:
  - (i) the named insured or a partner therein or a member thereof, or the spouse of any one of them if a resident of the same household,
  - (ii) an employee of the named insured or his spouse if a resident of the same household, unless the automobile or other property is in the custody of the named insured under an agreement for which a specific pecuniary charge has been made, or
- (2) in the custody of the named insured for demonstration or sale;
- (c) to loss by theft due to any fraudulent, dishonest or criminal act by the named insured, a partner therein, a member thereof or employee, trustee or authorized representative thereof whether working or otherwise and whether acting alone or in collusion with others;
- (d) to loss arising out of the use of any elevator, or any automobile servicing hoist designed to raise an entire automobile;
- (e) to defective parts, accessories or materials furnished or to faulty work performed on an automobile, out of which loss arises;
- (f) to an automobile or other property while the automobile is being used in any prearranged or organized racing, speed, demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (g) to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing;
- (h) to loss due to radioactive contamination;
- (i) To damages for loss of use of an automobile resulting from fire, explosion or malicious mischief or vandalism, or collision;

**II. PERSONS INSURED**

Each of the following is an Insured under this endorsement to the extent set forth below:

- (a) the named insured;
- (b) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (c) any employee, director or stockholder of the named insured, while acting within the scope of his duties as such; and
- (d) if the named insured is designated in the declarations as a partnership or joint venture, any partner or member of such partnership but only with respect to his liability as such.

**III. LIMIT OF LIABILITY**

Regardless of the number of (1) Insureds under this endorsement, (2) persons or organizations who sustain loss, (3) claims made or suits brought on account of loss or (4) automobiles to which this endorsement applies, the Company's liability for all losses in the aggregate during the policy period is limited as follows:

**(a) Loss to Automobiles**

The limit of the Company's liability for all loss at all locations is the limit stated in the schedule less the applicable deductible stated in the schedule for loss caused by collision, theft, malicious mischief or vandalism. The maximum deductible stated in the schedule is the most that will be deducted for loss caused by theft, malicious mischief or vandalism.

If, however, at the time of loss, at the location where the loss occurred there were more automobiles than the maximum number stated in the schedule for such location, the Company shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the maximum number of such automobiles stated for such location bears to the number of automobiles at such location at the time the loss occurred.

- (b) All of the terms of this endorsement apply irrespective of the application of any deductible amount and the Company may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

action taken, the Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

- (c) Repairs by the named insured shall be adjusted at actual cost to him of labor and materials.

**IV. DEFINITIONS**

The following additional definitions shall also apply to this insurance:

**“automobile”** means a land motor vehicle or trailer, other land equipment capable of moving under its own power, equipment for use therewith;

**“garage”** means an automobile storage garage or parking place;

**“loss”** means direct and accidental loss of or damage to property;

**“premises”** means premises where the named insured conducts garage operations, but does not include any portion of any premises, upon which business operations are conducted by any other person or organization;

**“trailer”** includes semi-trailer.

**V. CONDITIONS**

This endorsement replaces any other provisions of the policy that afford Garagekeeper's Legal Liability Insurance. The insurance provided by this endorsement is subject to all of the policy conditions. This insurance shall also be subject to the following Additional Conditions:

**1. Insured's Duties in Event of Loss**

The insured's duties in event of loss under this endorsement shall be as stated in the “Duties in the Event of **Occurrence**, **Offense**, **Claim** or **“Suit”** Condition of the policy. In the event of theft the insured shall also promptly notify the police.

**2. Declarations**

By acceptance of this endorsement, the named insured agrees that the statements in the policy declarations and the Schedule of this endorsement are his agreements and representations, that this endorsement is issued in reliance upon the truth of such representations and that this endorsement embodies all agreements existing between himself and the Company of any of its agents relating to this insurance.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**PROPERTY UNDER CARE, CUSTODY AND CONTROL COVERAGE AS PER ENDORSEMENT**

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to include legal liability of the Insured for loss / damage to property of third parties, whilst they are in the Care, Custody and Control of the Insured subject to a sub-limit of INR..... Any One Occurrence and INR..... in the Aggregate, which shall form part of the overall General Aggregate Limit, mentioned in the schedule of the policy.

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of loss or damage to property or third parties unless kept by the Insured in safe keeping and the Insured maintains proper records, showing the items taken into safe custody therein from each third party.

The indemnity shall in any case be restricted to the repair cost of such property; any consequential damage shall be excluded from the cover.

IN NO CASE, SHALL THE POLICY COVER LOSS OF MONIES, SECURITIES, DOCUMENTS (INCLUDING CREDIT CARDS) AND PLANS.

**All other terms and conditions remain unchanged.**

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**FOOD AND BEVERAGES COVERAGE**

NOTWITHSTANDING anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of Insured for death and / or “bodily injury” and / or loss of or damage to or loss of use of property arising out of poisoning by foreign or deleterious matter in food, beverages and / or any other edible items supplied by the Insured, provided always that the Insured shall take every possible precaution to prevent supply of any food / beverages / edible items, which are not in good condition or free from contamination or fit for human consumption. This extension is sub-limited to INR.....Any One Occurrence and INR..... In the Aggregate and this shall form part of overall General AggregateLimit mentioned in the Schedule of the policy.

Also provided always that all other terms, conditions, provisions, and exceptions of the policy shall apply to this extension as if they have been incorporated herein

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**SWIMMING POOL COVERAGE**

NOTWITHSTANDING anything herein contained to the contrary in the policy and in consideration of an additional premium it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the insured for death or "bodily injury" or loss of or damage to or loss of use of property arising out of accidents (including accidents arising out of contamination of water) in connection with the use of the Swimming Pool in the insured premises subject to the compliance of the following conditions:

- i) Swimming Pools in hygienic conditions with regular cleaning / maintenance
- ii) Sanitary arrangements are proper
- iii) Life guards / Attendants are on duty when the pools are in use subject to General Aggregate limit of liability mentioned in the Schedule of the policy.

Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**SPORTS FACILITIES COVERED BY THE INSURED**

NOTWITHSTANDING anything herein contained to the contrary in the policy, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the insured for death "bodily injury" or loss of or damage to or loss of use of property arising out of use of sport facilities subject to compliance of the conditions that:

- i) The equipments are kept in a state of good and proper maintenance.
- ii) Adequate guards and experienced trainers are on duty, where necessary.
- iii) The premises / places used for sports / games are kept in a state of proper maintenance.

This coverage is sub-limited to INR.....Any One Occurrence and INR..... in the Aggregate which shall form part of the overall limit of indemnity as mentioned in the schedule of the policy.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**OTHER FACILITIES COVERAGE**

NOTWITHSTANDING anything herein contained to the contrary and in consideration of an additional premium, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for death or "bodily injury" or loss of or damage to or loss of use of property, arising out of accidents, caused by the use of facilities (mentioned below), subject to the conditions, that:

- i) The premises / places are kept in state of good repair / maintenance
- ii) Properly trained personnel take care of operation of such facilities
- iii) The materials used are proper and free of defects

This extension is sub-limited to INR.....Any One Occurrence and INR.....in the Aggregate to the overall limit of indemnity, mentioned in the schedule of the policy provided always that all other terms, conditions, provisos, and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

Name of the facilities as listed under:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**All other terms and conditions remain unchanged.**



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**ACTS OF GOD PERILS COVERAGE**

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

**All other terms and conditions remain unchanged.**

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**72 HOURS SUDDEN & ACCIDENTAL POLLUTION COVERAGE AS PER ENDORSEMENT**

**UNDER GENERAL AGGREGATE LIMIT, I.E, PREMISES LIABILITY ONLY**

This insurance does not apply to “bodily injury” or “property damage” arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape meets all five of the following conditions:

1. the discharge, dispersal, release or escape must be accidental, sudden, unexpected, and unintended by the insured
2. the beginning of the discharge, dispersal, release or escape must take place during the policy period, and
3. the discharge, dispersal, release or escape must be physically evident to the Insured or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape, and
4. the initial “bodily injury” or “property damage” caused by the discharge, dispersal, release or escape must be ensue within 72 hours of the beginning of the discharge, dispersal, release or escape.
5. Notwithstanding anything to the contrary in condition 4, Insured’s duties in the event of occurrence, claim or lawsuit, or any other policy conditions, all claims made against the Insured under this coverage must be reported to the company as soon as practicable but not later than 30 days after termination of the policy.

The term release includes, but is not limited to any of the following: spilling, leaking, pumping, pouring, emitting, emptying, injection, dumping or disposing.

If the Insured and the company should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of proving that all 5 enumerated conditions are met rests with the Insured, at the Insured’s own expense. Until such proof is accepted by the Company, the Company may, but not obligated to, defend any claim.

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

- A. demand, order, request or regulatory or statutory 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 proceeding by or on behalf of a governmental authority or others 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**.
- C. Paragraph B. above applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden. This clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this clause not been attached, except in so far as detailed herein.

Territory:

Jurisdiction:

Any amount we pay under this coverage will reduce the Total Aggregate Limits Of Insurance shown in the Schedule to the policy.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**CARRIAGE OF TREATED EFFLUENTS OUTSIDE THE PREMISES COVERAGE AS PER ENDORSEMENT**

Notwithstanding anything herein contained to the contrary mentioned in the policy, it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for death or "bodily injury" or loss of or damage to or loss of use of property arising out of accident directly caused by treated effluents whilst being carried by pipe lines outside the premises insured to the discharge point up to ———kilometers from the Insured premises (as declared) to the company claims made during the policy period.

It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution risk, howsoever caused, unless specifically covered by attaching an appropriate clause.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with at all times

Also provided always that all other terms, conditions provisions and exceptions the policy shall apply to this extension as if they have incorporated herein.

Territory :  
Jurisdiction

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**TERRORISM LIABILITY COVERAGE ENDORSEMENT**

It is hereby agreed that **SECTION I – COVERAGES** is amended to include the following:

**COVERAGE “I” TERRORISM LIABILITY**

**1. Insuring Agreement**

- a. We agree to pay those sums that the insured becomes legally obligated to pay as damages because of

- (i) “bodily injury” or
- (ii) “property damage”

that is caused by terrorism and to which this insurance applies. We will have the right 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 pursuant to Coverage “I” is limited in the aggregate to INR XXXXXXXCrores. For the avoidance of doubt, the Limit applicable to Coverage “I” is a component of, and payments made thereunder shall erode, the General Aggregate Limit of the Policy.
- (2) Our defense obligation pursuant to Coverage “I” is limited to INR XXXXX Crores in the aggregate. This Limit is a component of, and shall erode, the Limit applicable to Coverage “I” described in (1), above.
- (3) Our right to defend applies only to those countries in the coverage territory where legal circumstances permit us to defend. In those countries in the coverage territory where legal circumstances do not permit us to defend, we will reimburse you for your defense costs, subject to our prior authorization as well as paragraph (2) above.

- 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 involves terrorism and 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.

**2. Medical Payments Extension sub limited to Medical expenses amount mentioned in the schedule**

- a. We will pay medical expenses as described below for “bodily injury” caused by terrorism on premises you own or rent or on ways next to premises you own or rent, provided that:

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

- b. We will make these payments regardless of fault. These payments will not exceed INR XXXXXXXXXX per injured person and are subject to an aggregate limit of INR XXXXXXXXXX. The Limit applicable to the Medical Payments Extension to Coverage “I” is a component of, and payments made thereunder shall erode, the General Aggregate Limit of the Policy. We will pay reasonable expenses for: (1) First aid administered at the time of an event; (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and (3) Necessary ambulance, hospital, professional nursing and funeral services.

**3. Crisis Containment Extension (INR XXXXXXXXXX aggregate)**

- a. **We will pay consultant costs and crisis expense** incurred during the **crisis coverage period** as a result of a **crisis** first commencing during the policy period and reported to **us** in writing in accordance with the reporting requirements applicable to this Crisis Containment Extension to Coverage “I” set forth below. **Our** liability under this Crisis Containment Extension to Coverage “I” is limited to INR XXXXXXXXXX in the aggregate. For the avoidance of doubt, this Limit applicable to the Crisis Containment Extension to Coverage “I” is separate from, and payments made there under shall not erode,

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the General Aggregate Limit of the Policy.

Only reasonable and necessary **consultant costs** and **crisis expense** incurred solely in an effort to contain a potential, actual or threatened **crisis** are covered, subject to the Limit applicable to the Crisis Containment Extension to Coverage "I". **Consultant costs** and **crisis expense** are limited to fees or costs incurred within the **crisis coverage period**. In no event will any amounts claimed and paid under one **crisis** be recoverable under another **crisis**.

- b. In the event of a **crisis** that may be covered under this Crisis Containment Extension to Coverage "I", contact the HDFC Claims team. You will then be contacted by a **crisis consultant**.

**4. Exclusions Applicable to Coverage "I"**

This insurance does not apply to:

a. Coverage A and C Exclusions

"bodily injury" or "property damage" excluded under Coverage A or Coverage C of the Policy document.

b. Computer Hacking

"bodily injury" or "property damage" caused by terrorism by electronic means including computer hacking or the introduction into any computer of any form of corrupting, harmful or otherwise unauthorized instructions or code. This exclusion shall not apply to the detonation of any explosive, bomb or missile which is controlled by any remote device or reliant upon electronic means in its launch, guidance or firing systems.

c. Nuclear

"bodily injury" or "property damage" due to nuclear reaction, nuclear radiation or radioactive contamination, however caused.

d. Governmental Action

Damages arising from any confiscation, nationalization, requisition or "property damage" by or pursuant to the order of any government or governmental entity.

e. Financial Services

Damages arising from your provision of financial services in violation of generally accepted anti-money laundering and/or anti-terrorist financing principles and standards.

**5. Definitions Applicable to Coverage "I"**

For the avoidance of doubt, Coverage "I" is subject to all the terms of the Policy, including **SECTION VI/VII - DEFINITIONS**.

- a. **Consultant costs** means fees and costs of **crisis consultants** hired with **our** prior written consent to assist you with a **crisis**.

- b. **Crisis** means an **occurrence** that involves **terrorism**.

- c. **Crisis consultant** means the independent crisis consultants previously approved by **us** for **your** use in connection with a **crisis**.

- d. **Crisis coverage period** means thirty (30) days commencing when the **crisis** is first reported to us.

- e. **Crisis expense** means any costs incurred by **you** pursuant to the recommendation of the **crisis consultant** directly as a result of the **crisis**.

- f. **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 Government of India as an act of terrorism. **Terrorism** does not include:

- (1) 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
- (2) Any act of war including undeclared or civil war.

**All other terms, conditions and exclusions shall remain the same.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**JURISDICTION ENDORSEMENT**

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

Coverage Jurisdiction means General Liability: To be Entered

Product Liability: To be Entered

**All other terms and conditions remain unchanged.**



COMMERCIAL GENERAL LIABILITY PLUS POLICY

NON – OWNED & HIRED AUTO EXCESS LIABILITY COVERAGE AS PER ENDORSEMENT

Insured:	Address:
----------	----------

ITEM 4. Policy Period: From To:

ITEM 1. Named Insured:

☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other

Business of Insured:

Audit Period: Annual unless otherwise stated

ITEM 8. In consideration of payment of premium, and subject to all the terms, conditions and exclusions of this policy, the Company agrees to provide the Named Insured with the insurance stated in this policy.

Limits Of Liability (US\$)	Each Occurrence (US\$)	Aggregate (US\$)
Combined “bodily injury” And “property damage”sublimited to		

ITEM 5. Territory & Jurisdiction: General Liability – XXXXXXXXXXXXXXXXX

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**NON-OWNED HIRED AUTO LIABILITY ENDORSEMENT**

**1. COVERAGE A - "BODILY INJURY" LIABILITY & "PROPERTY DAMAGE" LIABILITY**

The Company will pay on behalf of the Insured, all sums, which the Insured shall become legally obligated to pay as damages because of:

- a) "bodily injury"
- b) "property damage"

to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use, including loading and unloading, of any **Non Owned Automobile** and / or **Hired Automobile**, and the Company shall have the right to defend any lawsuit against the insured seeking damages on account of such "bodily injury" or "property damage", even if any of the obligations of the lawsuit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or lawsuit as it deems expedient, provided that the claim or lawsuit is not brought in the following countries :

- (a) Any jurisdiction in which this policy may be prohibited by statute, regulation or local laws, or
- (b) Any country or territory for which an Indian Governmental embargo, sanction, ban is in effect;

With respect to claims brought or lawsuits litigated within the countries in (a) above, the Company shall have the right but not the duty to investigate, settle or defend any claim made or lawsuit brought against the Insured. The Insured shall arrange investigation and defence as are reasonably necessary and shall effect such settlement, as they are legally obligated. Upon reasonable proof, the Company shall reimburse the Insured for reasonable costs of such investigation, defense and the amount of any settlement.

With respect to claims brought or lawsuits litigated within the countries in (b) above, it is agreed that no coverage is provided under this policy, unless the existing Indian Governmental embargoes or sanctions prohibiting the transactions of business with or within those countries are removed for any reason, or no longer operate to prevent the conduct of business with or within these countries. For purposes of this clause, "transactions of business" is understood to include, but not be limited to, the ability of the Company to conduct claims investigations.

The Company shall not be obligated to pay any claim or judgment or to defend any lawsuit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

**EXCLUSIONS**

This Insurance does not apply:

- (a) To liability assumed by the Insured under any contract or agreement;
- (b) to any obligation for which the Insured or any carrier as his Insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law, or under any similar law;
- (c) to "bodily injury" to any employee of the Insured out of and in the course of his employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the Insured unless benefits therefor are in whole or in part either payable or required to be provided under any Workmen's Compensation law;
- (d) to "property damage" to
  - (1) Property owned or being transported by the Insured, or
  - (2) Property rented to or in the Care, Custody or Control of the Insured, or to which the Insured is, for any purpose, exercising physical control, other than "property damage" to a residence or private garage by a private passenger automobile covered by this Insurance;
- (e) to any liability whatsoever arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, factional civil commotion, terrorism, or military or usurped power;
- (f) to "bodily injury" or "property damage" arising out of the discharge, dispersal, release or escape of smoke, vapors, soot,

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

fumes, acid, alkalis, toxic chemicals, liquids or gases, waster materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water., but this exclusion does not apply if such discharge, dispersal, release or escape meets all five of the following conditions :

- (1) the discharge, dispersal, release or escape must be neither expected or intended by the Insured, and
- (2) the beginning of the discharge, dispersal, release or escape must take place during the policy period, and
- (3) the discharge, dispersal, release or escape must be physically evident to the Insured or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape.
- (4) The initial "bodily injury" or "property damage" caused by the discharge, dispersal, release or escape must ensue within 72 hours of the beginning of the discharge, dispersal, release or escape.
- (5) Notwithstanding anything to the contrary in condition 5, Insured's duties in the event of occurrence, claim or lawsuit or any other policy conditions, all claims made against the Insured under this coverage must be reported to the Company as soon as practicable, but not later than 30 days after termination of the policy.

The term release includes, but is not limited to any of the following: spilling, leaking, pumping, pouring, emitting, emptying, injection, dumping or disposing.

If the Insured and the Company should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of providing that all 5 enumerated conditions are met rests with the Insured, at the Insured's own expense. Until such proof is accepted by the Company, the Company may, but is not obligated to, defend any claim.

**II. PERSONS INSURED**

Each of the following is an Insured under the Insurance to the extent set forth below:

- (a) The Named Insured;
- (b) Any Partner or Executive Officer thereof, but with respect to a non-owned automobile, only while such automobile is being used in the business of the Named Insured;
- (c) any other person while using a an **own automobile** or **hired automobile** with the permission of the Named Insured, provided his actual operation or (if he is not operating) his other actual thereof is within the scope of such permission, but with respect to "bodily injury" or "property damage" arising out of the loading or unloading thereof, such other person shall be an Insured only if he is :
  - (1) a lessee or borrower of the automobile, or
  - (2) an employee of the Named Insured or of such lessee or borrower;
- (d) any other such person or organization but only with respect to his or its liability because of acts or omissions of an Insured under (a), (b) or (c) above.

None of the following is an Insured:

- i) any person while engaged in the business of his employer with respect to "bodily injury" to any fellow employee of such person injured in the course of his employment;
- ii) the owner or lessee (of whom the Named Insured is a sub lessee) of a **hired automobile** or the owner of a **non-owned automobile**, or any agent or employee of any such owner or lessee;
- iii) an Executive Officer with respect to an **automobile** owned by him or by a member of his household;
- iv) any person or organization, other than the Named Insured, with respect to:
  - (1) a motor vehicle while used with any **trailer** owned or hired by such person or organization and not covered by like insurance in the Company (except a **trailer** designed for use with a **private passenger automobile** and not being used for business purposes with another type motor vehicle), or
  - (2) a **trailer** while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;
- (v) any person while employed in or otherwise engaged in duties in connection with an **automobile business**, other than an **automobile**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**business** operated by the **Named Insured**.

This insurance does not apply to **“bodily injury”** or **“property damage”** arising out of (1) a **non-owned automobile** used in conduct of any partnership or joint venture which is not designated in this policy as a Named Insured, or (2) if the Named Insured is a partnership, an automobile owned by or registered in the name of a partner thereof.

**III. LIMITS OF LIABILITY**

Regardless of the number of (1) Named Insureds under this policy, (2) persons or organizations who sustain **“bodily injury”** or **“property damage”**, or (3) claims made or lawsuits brought on account of **“bodily injury”** or **“property damage”** or (4) automobiles to which this policy applies, the Company's liability is limited as mentioned in the Schedule.

**Coverages b and c** - For the purpose of determining the limit of the Company's liability, all **“bodily injury”** and **“property damage”** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

**IV. COVERAGE TERRITORY**

This Insurance applies only to **“bodily injury”** or **“property damage”**, which occurs within the coverage territory.

**V. ADDITIONAL DEFINITIONS:**

When used in reference to this insurance (including endorsements forming a part of the policy):

**“Automobile business”** means the business or occupation of selling, repairing, servicing, storing, or parking **automobiles**;

**“Hired automobile”** means an automobile not owned by the Named Insured which is used under contract in behalf of, or loaned to, the Named Insured, provided such automobile, is not owned by or registered in the name of (a) a partner or executive officer of the Named Insured or (b) an employee or agent of the Named Insured who is granted an operating allowance of any sort for the use of such automobile;

**“Non-owned automobile”** means an automobile, which is neither own automobile nor a **hired automobile**;

**“Private passenger automobile”** means a four -wheel private passenger or station wagon-type **automobile**;

**“Trailer”** includes semi-trailer but does not include **mobile equipment**.

**VI. EXCESS INSURANCE – HIRED AND NON-OWNED AUTOMOBILES**

With respect to a **hired automobile**, or a **non-owned automobile**, this Insurance shall be excess Insurance over any other valid and collectible Insurance available to the Insured.

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**TRANSPORTATION LIABILITY COVERAGE AS PER ENDORSEMENT**

NOTWITHSTANDING anything herein contained to the contrary and in consideration of an additional premium it is hereby agreed and declared that the insurance under this policy shall extend to include legal liability of the Insured for death or "bodily injury" or loss of or damage to or loss of use of property arising out of accident directly caused by materials / dangerous or hazardous substances as per list submitted to the Company, whilst being transported by rail / road / pipeline and claims made during the policy period, subject to limit of indemnity mentioned below, which shall form part of the overall limit of indemnity as mentioned in the schedule of the policy:

Any One Accident:

Aggregate during the policy period:

The transportation turnover in consideration is XXXXXXXXXX. It is expressly agreed and understood that the cover granted under the endorsement shall not include pollution risk, howsoever caused unless specifically covered by attaching an appropriate clause.

Provided always that the statutory provisions as may be in force from time to time for carriage of dangerous / hazardous substances are complied with at all times

**All other terms and conditions remain unchanged.**

**HDFC ERGO General Insurance Company Limited**  
**Endorsement Wordings**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**SPECIFIC MATTER ENDORSEMENT**

It is hereby agreed and declared that \_\_\_\_\_

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**TENANT'S LEGAL LIABILITY COVERAGE AS PER ENDORSEMENT**

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured as Tenant to indemnify the Landlord against any property whatsoever whether directly or indirectly through the defective or damaged condition of any part of the interior of the said premises or any fittings fixtures or wiring therein for the repair of which the Insured is responsible or through or in any way owing to the spread of fire or smoke or the overflow of water from the said premises or any part thereof or through the act default or neglect of the Insured his servants agents or licencees.

The liability of Company for damages to property in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall be not exceed the Limit of Indemnity stated in the Schedule.

The Company will also pay all costs and expenses incurred with its written consent and relating to any claim which may be the subject of indemnity under this Policy.

Excluding liability attaching to the Insured by reason of any express term of any contract unless such liability would have attached notwithstanding such terms.

Provided always that the Limit of Indemnity shall apply inclusive of this Clause

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**SUNSET CLAUSE**

Regardless of any other terms and conditions of this contract, this policy will only cover those losses which have been reported as occurrences to the insurance company on or before<insert date>

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**SUNRISE ENDORSEMENT**

This contract will provide coverage only for those **Occurrence's** happening on or between the dates \_\_\_\_\_ and \_\_\_\_\_ which would otherwise be covered by the terms and conditions of this contract and which had not been reported to the Insured or to any of the Insured's Insurance Carriers on or between the dates, and (including any Extended Reporting Periods granted thereunder by said Carriers).

This endorsement is contingent on the facts that proper payment of premium is made, and that the Insured has given no fraudulent statements or writings to the Insurer.

Solely as respects the coverage afforded by this contract, the coverages and limits (as indicated in the schedule of the policy) apply. It is understood that these limits are unimpaired.

**All other terms and conditions in the above policy remain unaltered.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**NON-STACKING OF LIMITS ENDORSEMENT**

1. Where the Company is liable under this policy for loss arising from any claim, and the Company or any other company of (Re-Insurance Company Name) Inc. is liable under another policy ("the Other Policy") for loss arising from the same claim, the Limit of Insurance of the Company under this policy for all loss arising from such claim shall be reduced by any amounts paid or payable under the Other Policy.
2. Notwithstanding the above, in the event that the Other Policy has a provision in the same or similar terms to paragraph 1 above, then paragraph 1 shall be null and void and the following shall apply:
  - (i) the Company shall only be liable under this policy for the proportion of the loss that the Limit of Insurance bears to the total Limit of Insurance of this policy and the Other Policy combined; and
  - (ii) the total aggregate limit of liability of the Company for all loss which falls for cover under both this policy and the Other Policy shall not exceed the Limit of Insurance of the policy which has the highest available Limit of Insurance.

Nothing contained in this endorsement shall be construed to increase the Limit of Liability of this policy, which shall in all events be the maximum liability of the company under this policy.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**WAIVER OF SUBROGATION**

In the event of any payment under this Policy, the Company waives its rights of recovery against the Principals viz., and where such waiver has been included as part of a contractual undertaking by the Named insured, but this waiver shall apply only in respect to the specific contract entered into prior to the date of loss, existing between the Named Insured and such Principal, and shall not be construed to be a waiver in respect to other operations of such Principal in which the Named Insured has no contractual interest.

- A. We will waive the right of recovery we would otherwise have had against the person or organisation shown in the Schedule, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organisation in a contract or agreement that is executed before such loss.
- B. Other than as described in paragraph A. above, the **insured's** rights to recover all or part of any payment made under this insurance are transferred to us.. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**EXCESS FOLLOWING FORM COVERAGE**

This is a policy of excess insurance issued by HDFC ERGO General Insurance Company (herein called the Company) to the party or parties named in the declarations made a part hereof (herein called the Insured).

- A. WHEREAS, the primary carriers have issued to the Insured policies of insurance listed in the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Coverage of the declarations.
- B. NOW, this policy is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Limit of Liability of the declarations.
- C. The insurance afforded by this policy shall follow that of the primary insurance except:
- (1) anything in this policy or the primary insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or "suit" brought or proceeding instituted against the Insured, but the Company shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, "suit" or proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense or control of such claim, "suit" or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained. However, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and the Company, then the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured for such payment, or the Company will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured;
  - (2) the insurance afforded by this policy shall not apply to any expenses for which insurance is provided in the primary insurance;
  - (3) where amended by endorsement attached hereto.
- D. The premium for this policy is the amount stated in the declarations and is payable upon delivery of this policy.
- E. The Company shall be furnished with copies of the primary insurance and all endorsement thereto which in any manner affect this excess insurance as soon as practicable.
- F. This policy may be canceled by the Insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective, it being agreed, however, that in the event of cancellation or termination of the primary insurance, this policy, to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the Insured. This policy may be canceled by the Company by mailing to the first Named Insured at the address shown herein written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the term of this policy. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the period of the primary insurance is not concurrent with the terms of this policy, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only losses happening during the term of this policy shall be included.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**CROSS LIABILITY**

It is agreed that the inclusion of more than one insured in this policy shall not affect the rights of any insured as respects any claim, demand, lawsuit or judgment made or brought by or for any other insured or by or for any employee of any insured. This policy shall protect each insured in the same manner as though a separate policy has been issued to each, but the inclusion herein of more than one insured shall not serve to increase the limit of the company's liability.

The Company shall not indemnify the insured under this Endorsement in respect of liability for -

- (i)
- (ii) fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employer's liability insurance.
- (iii) The Insurer's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**DESIGNATED PREMISES ENDORSEMENT**

It is agreed that with respect to Coverages A and B, subject to all Policy terms, conditions and exclusions, this insurance applies only to "bodily injury", "property damage", personal and advertising injury and medical expenses arising out of the ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises mentioned below:

- < Insert Addresses >

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**GODOWNS AND WAREHOUSES COVERAGE EXTENSION**

Notwithstanding anything to the contrary mentioned in the policy or any of the endorsements, it is hereby agreed and declared that the scope of cover of policy is extended to the Godowns and Warehouses of the Insured subject to the following condition:

- The Warehouses and Godowns are operated and utilised by the Insured alone for its own business activities only.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**DESIGNATED PRODUCT ENDORSEMENT**

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

❖ <Insert Product>

**All other terms and conditions remain unchanged.**



COMMERCIAL GENERAL LIABILITY PLUS POLICY

ADDITIONAL INSURED ENDORSEMENT

"It is hereby understood and agreed that Additional Insureds are covered under this policy as required by written contract, but only with respect to liabilities arising out of the operations performed by the Named Insured, but excluding any negligent acts committed by such Additional Insured."

The Insurance listed below grant coverage to:

Named Insured: <Insert Name>

Address: <Insert Address>

This certificate is issued with the following Additional Insured

Company: <Insert Name>

Location: <Insert Address>

Policy Information:

1.	Name of the Insurance Company:	HDFC ERGO General Insurance Co. Ltd.
2.	Policy No.:	<Insert Policy No>
3.	Type of Policy:	Commercial General Liability Insurance
4.	Policy Period:	<Insert Policy Period>
5.	Limits of Liability:	<Insert Limit of Liability>

Signed at: Mumbai

On Date: <Insert Date>



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**BROAD FORM NAMED INSURED**

This endorsement modifies insurance provided under the following:

Policy Declarations, "Named Insured", is revised to include:

"Named Insured" means the person or organization first named as the Named Insured on the Declarations Page of this policy (the "First Named Insured"). Named Insured also includes (1) any other person or organization named as a Named Insured on the Declarations Page; and (2) any subsidiary, associated, affiliated, allied or acquired company or corporation (including subsidiaries thereof) of which any insured named as the Named Insured on the Declarations Page has more than 50% ownership interest in or exercises management or financial control over.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**WHO IS AN INSURED – EXTENSION**

Notwithstanding anything to the contrary mentioned in the policy, it is hereby clarified with respect to liability pertaining to clause 4 of

**SECTION II – WHO IS AN INSURED, which reads:**

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

Is deleted in its entirety and replaced by:

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the XXX 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.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**“Bodily Injury” DEFINITION (AMENDED)**

Notwithstanding anything to the contrary mentioned in the policy, it is hereby understood and agreed that definition of “bodily injury” of **SECTION V/ VI – DEFINITIONS** in the policy, which read as:

4. **“bodily injury”** means **“bodily injury”**, sickness or disease sustained by a person, including death resulting from any of these at any time is deleted in its entirety and replaced with the following:
4. **“bodily injury”** means physical injury, sickness or disease, including death resulting from any of these; or the following when accompanied by physical injury, sickness or disease: mental anguish; shock; or emotional distress.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE**

The definition of “bodily injury” is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, X-ray or nursing service or treatment or the furnishing of food or beverage in connection therewith, or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expense incurred by the insured for first-aid to others at the time of an accident and the “Supplementary Payments” provision and the “insured’s Duties in the Event of Occurrence, Claim or Lawsuit” Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under (A) and (B) above;
- (3) liability of any indemnitee or, employee or independent contractor if such indemnitee or employee or independent contractor is engaged in the business or occupation of providing any of the services described under (A) and (B) above.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**VIBRATION, REMOVAL OR WEAKENING OF SUPPORT**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the policy is extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that:-

- Insurers will indemnify the insured in respect of Liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse.
- Insurers will indemnify the insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction/erection its condition is sound and/or the necessary loss prevention measures have been taken.
- The insured if required shall before commencement of construction/erection and at their own prepare a report on the condition of any endangered property or land or building.

The insurers will not indemnify the insured in respect of liability for:-

- Loss or damage which is foreseeable having regard to the nature of the construction/erection work or the manner of its execution
- Superficial damage which neither impairs the stability of the property, land or buildings nor endangers its users
- The costs of loss prevention or minimization measures which become necessary during the period of insurance

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**SELF INSURED RETENTION**

1. We will have the right to defend any claim or "suit" seeking damages covered by the terms and conditions of this policy;  
and
2. We will be liable only for that portion of damages;  
in excess of the Insured's Self Insured Retention , as stated in the schedule of this policy, which is defined as the greater of either:
  - a. the total of the applicable limits of any underlying or other insurance providing coverage to the Insured; or
  - b. the amount stated in the Schedule as Self Insured Retention as a result of any one Occurrence, not covered by any underlying or other insurance providing coverage to this Insured;and then up to an amount not exceeding the any one occurrence limit as stated in the Schedule.

We will however have the right and shall be given the opportunity to participate in the defense and trial of any claims, suits or proceedings which initially fall within the Insured's Self Insured Retention but which, in our opinion, may later create liability on our part under the terms of this policy.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**COVERAGE FOR NON MANUAL EXECUTIVE VISITS**

It is hereby understood and agreed that notwithstanding anything stated to the contrary anywhere in the policy, this insurance covers legal liability arising out of travel of executives of the Named Insured anywhere in the world for non manual business visits only.

**All other terms and conditions remain unchanged.**

# HDFC ERGO General Insurance Company Limited

## Endorsement Wordings



### COMMERCIAL GENERAL LIABILITY PLUS POLICY

#### DIFFERENCE IN CONDITIONS/DIFFERENCE IN LIMITS

Under Coverages, the following is added to this policy –

##### Coverages

The coverage's provided by this endorsement apply pursuant to their terms and conditions, unless

- A. underlying insurance**, by its terms and conditions, applies, or would have applied but for the exhaustion of its limits of insurance by payments of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), to **loss**, then the coverages apply as set forth in the Excess Provision.
- B. underlying insurance**, by its terms and conditions, does not apply to **loss** for reasons other than the exhaustion of its limits of insurance and you have maintained all **required specific insurance**, then the coverages apply as set forth in the Difference In Terms/Conditions Provision

##### Excess Provision

Subject to all the terms and conditions of this insurance, we will pay that part of **loss** which exceeds the applicable limit of insurance of:

- **controlled admitted** insurance, including any deductible, retention or self-insurance applicable to such **controlled admitted** insurance, but only to the extent that the Limits Of Insurance of this insurance have not been used up by payments made under such **controlled admitted** insurance; or
- **underlying insurance** (other than **controlled admitted** insurance), including any deductible, retention or self-insurance applicable to such **underlying insurance**.

If the applicable limits of insurance of **underlying insurance** are:

- reduced by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), this insurance will drop down to apply in excess of the remaining amount of the applicable limits of insurance of **underlying insurance**.
- exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), this insurance will apply in place of such **underlying insurance**

This provision does not apply to any part of:

- A. loss** within the limits of insurance of **underlying insurance**, regardless of whether or not such **underlying insurance** is available or collectible.
- B. loss** for which the liability or obligation under **underlying insurance** is by law unlimited, regardless of whether or not such **underlying insurance** is available or collectible.
- C. loss**, unless **underlying insurance** would have applied to such **loss**, but for the exhaustion of the limits of insurance of such **underlying insurance** by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits).
- D. any costs or expenses** related to **loss** as described in sub paragraphs A., B. or C. above.

The following section is added to this policy.

##### Advances OR Reimbursements

Subject to all of the terms and conditions of this insurance and when the Joint Duties In Non admitted Jurisdictions condition applies, we may, at our discretion, advance or reimburse funds to the insured for:

- **loss**; and
- Supplementary Payments.

We will make these advances or reimbursements in a jurisdiction that is mutually acceptable.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limit of Insurance.

##### Limits Of Insurance - Payments That Reduce The Limits Of Insurance –Difference In Limits Coverage

## **COMMERCIAL GENERAL LIABILITY PLUS POLICY**

Under Limits of Insurance, the following provision is added to this policy

Any payments for **loss** made under:

- this endorsement; or
- any **controlled admitted** insurance;

will reduce the amount of the applicable aggregate Limit Of Insurance of this insurance.

Payments we make under the Investigation, Defense And Settlements and Supplementary Payments sections of this insurance contract will not reduce the Limits Of Insurance of this insurance.

Once the applicable Limit Of Insurance is used up under this insurance or any **controlled admitted** insurance, you must promptly reimburse us for any additional payment we or any insurer of **controlled admitted** insurance make. You will make the reimbursement to us unless we authorise otherwise.

### **Conditions - Compulsory Admitted Insurance**

Under Conditions, the following provisions are added to this policy.

This insurance is not a substitute for **compulsory admitted** insurance in any jurisdiction, whether or not this insurance would qualify as **compulsory admitted** insurance in a given jurisdiction or is accepted by the appropriate authorities as proof of **compulsory admitted** insurance. You alone have the duty under this insurance to arrange for your **compulsory admitted** insurance, whether you insure with us, another insurer that we indicate or any other insurer.

Unless otherwise stated, if you do not arrange for your **compulsory admitted** insurance, we shall only be liable to you to the same extent as if you had arranged for such **compulsory admitted** insurance.

### **Control And Cooperation**

In all instances where we consult with you or with any other insured about a circumstance, claim or "suit" to which this insurance applies that arises in a **non-admitted jurisdiction** or anywhere we do not exercise our right to defend a claim or "suit", we retain the right to assume control of any investigation, defense, settlement or recovery proceedings. You or any other insured have the duty to cooperate with us in these proceedings.

### **Duties In The Event Of Claim, Suit Or Other Loss Circumstance –Difference In Limits Coverage**

In the event of a circumstance, claim or "suit", you or any other insured must perform duties set forth in paragraphs 1., 2. and 3. below.

1. Notify us, or any person or organization authorised by us below to accept such notification, as to what happened.

You must make this notification as soon as possible after the circumstance, claim or **suit** comes to the attention of an Executive Officer, Risk Manager or Insurance Manager of your headquarters in the country in which this policy is issued.

Any other insured must make this notification as soon as possible after the circumstance, claim or "suit" comes to the attention of an Executive Officer, Risk Manager or Insurance Manager of any other insured's headquarters in the country in which this policy is issued.

However, if you or any other insured is an individual or a partnership, the notification must be made as soon as possible after the circumstance, claim or suit comes to your attention or a partner's attention.

You or any other insured must make this notification to:

- a. us;
- b. one of our authorised representatives in the country in which this policy is issued; or
- c. any **authorised correspondent**.

For all coverages of this insurance, notice of a circumstance, claim or "suit" made to persons or organisations described in subparagraphs b., c. or d. above will be deemed to be notice of the circumstance, claim or "suit" made directly to us under this insurance, whether the notice to the persons or organisations described in subparagraphs b., c. or d. is made under this insurance or under any **controlled admitted** insurance.

2. Give details, as specified in the Loss Provisions of the respective insurances which comprise this policy.

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

3. If necessary, contact our Multinational Claim Unit at:

.....  
.....  
.....

First Named Insured –Difference In Limits Coverage

The person or organisation first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this insurance.

In addition, all losses and other payments will, at our option, be payable to the first named insured, without regard to the first named insured's obligations to others. We will not be responsible for the proper application of any payment we make to the first named insured. If we make payment to any insured other than the first named insured, such payment will be treated as though made to the first named insured. We will also not be liable for loss sustained by one insured to the advantage of any other insured.

Joint Duties In a Non-Admitted Jurisdiction Or Where We Do Not Exercise Our Right To Defend

For a circumstance, claim or "suit" to which this insurance applies that arises in a **non-admitted jurisdiction** or anywhere we do not exercise our right to defend a claim or **suit**, we will consult with you and with any other insured.

You or any other insured must:

1. make such investigation, defense or settlement as we deem reasonable;
2. obtain our approval for any payment; or
3. accept a settlement for loss of, or damage to, your property or property of others in your care, custody or control, or for loss of income you incur resulting from loss of, or damage to, property; or
4. effect approved payments to others.

Maintenance Of Required Specific Insurance

If a Required Specific Endorsement is made a part of this policy, it is agreed that we have issued this insurance in reliance upon representations made by you about any **underlying insurance** that is **required specific insurance**.

You must see to it that such insurance (including the limits of insurance and all other terms and conditions thereof) and any replacement or renewal thereof:

- is and remains valid and in full force and effect.
- will not be canceled, non-renewed or rescinded without replacement by coverage to which we agree.
- will not materially change, unless we agree otherwise.
- will be materially the same as the prior coverage, unless we agree otherwise.
- is and remains available, regardless of any **financial impairment** of any insurer or any other person or organization.
- will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or related cost or expenses (if such costs or expenses reduce such limits).

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any **required specific insurance** is no longer valid or in full force and effect.

Notice Of Occurrence, Claim Or Suit Under Any Nationalized Insurance Extension

- A. The condition DUTIES IN THE EVENT OF CLAIM, SUIT OR OTHER LOSS CIRCUMSTANCE, or any provision contained in any individual insurance coverage of this insurance that amends or replaces any part of such DUTIES IN THE EVENT OF CLAIM, SUIT OR OTHER LOSS CIRCUMSTANCE, applies to any insurance we provide under any Nationalized Insurance Extension amendment of this insurance, except as set forth in paragraph B. below.

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

- B. For all coverages of this policy, notice of a circumstance, claim or "suit" made to any applicable Government controlled insurer or State Fund, whether under any insurance qualifying as **controlled admitted** insurance issued by that Government controlled insurer or State Fund and stated in the Nationalized Insurance Extension amendment of this insurance or under this insurance, will not be deemed to be notice of the circumstance, claim or suit made to us or any other person or organization authorised by us to accept such notification under this insurance.

Other Insurance

If other valid and collectible insurance is available to the insured for **loss**, our obligations are limited as follows –

This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.

If any other valid and collectible insurance is available to the first named insured shown in the Declarations for its liability as a partner or member of a joint venture or partnership, then this insurance applies only to that portion of such liability for **loss** in excess of the applicable limit of insurance of such other valid and collectible insurance to the extent that such portion does not exceed the applicable Limit of Insurance of this policy.

We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total:

- amount that all **other insurance** would pay for **loss** in the absence of this insurance; and
- of all deductible and self-insured amounts under all **other insurance**

Definitions -The following Definitions are added to this policy

Admitted

**Admitted** means any contract of insurance that:

1. is issued by a State Fund or an insurer licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located; and
2. is issued to you or any other **insured**; or
3. is issued to someone (other than you or any other **insured**) covering your interests.

Admitted does not include any contract of insurance specifically obtained to apply in excess of the Limits of Insurance stated in the Declarations of this policy.

Authorised Correspondent

**Authorised correspondent** means any privately controlled insurer, that we indicate is our correspondent, but only for each specific insurance transaction we authorize.

Compulsory Admitted

**Compulsory admitted** means any **admitted** insurance that is required to be in-force to satisfy the legal requirements of a given jurisdiction.

1. loss of, or damage to, your property or property in your care, custody or control;
2. loss of income as a consequence of 1. above; or
3. neighbours and tenants liability.

Controlled Admitted

**Controlled admitted** means any **admitted** insurance that:

1. we issue to you;
2. any **authorised correspondent** issues to you; or
3. any Government controlled insurer or State Fund issues to you, but only:
  - a. if the kind of insurance and jurisdiction in which it was issued are stated in the Nationalized Insurance Extension amendment; and

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

- b. that jurisdiction is anywhere:
- (1) privately controlled insurers are prevented by law from doing business; or
  - (2) privately controlled insurers are prevented by law from offering the specific kind of insurance you purchase from a Government controlled insurer or State Fund.

**Controlled admitted** also includes **admitted** insurance issued to you that:

1. we or any **authorised correspondent** provide as coinsurer;
2. any privately controlled insurer (other than us or any **authorised correspondent**) provides as coinsurer with us with any **authorised correspondent**; or
3. any Government controlled insurer or State Fund provides as coinsurer with us, or with any **authorised correspondent**.

Financial Impairment

**Financial impairment** means a declaration of insolvency by a court of competent jurisdiction, including:

- the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate an organisation; or
- an organisation becoming a debtor in possession.

Independently Contracted Admitted

**Independently contracted admitted** means any **admitted** insurance:

1. issued by any privately controlled insurer, other than us, or any **authorized correspondent**;
2. issued by any Government controlled insurer or State Fund, except when such insurance is **controlled admitted** insurance; or
3. that is not otherwise **controlled admitted** insurance.

Loss

**Loss:**

- A. means damages that an **insured** becomes legally obligated to pay because of injury, damage or expenses to which this insurance applies; and
- B. does not include sums properly deducted for recoveries or salvage

Non-Admitted Jurisdiction

**Non-admitted jurisdiction** means any jurisdiction where we are not licensed or permitted by law to issue insurance or are prevented by law or otherwise from investigating, settling or defending a circumstance, claim or **suit**.

Other Insurance

**Other insurance** means any insurance, including any type of self-insurance or other mechanism, providing coverage that this policy also provides.

**Other insurance** does not include **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance.

Other Non-Admitted

**Other non-admitted** means any contract of insurance that is issued:

1. by a State Fund or an insurer not licensed or permitted by law to do business in the jurisdiction where the property or exposure to **loss** is located; and
2. to you or any other **insured**; or
3. to someone (other than you or any other **insured**) covering your interests.

**Other non-admitted** does not include:

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

1. this contract of insurance; or
2. any contract of insurance specifically obtained to apply in excess of the Limits of Insurance stated in the Declarations of this policy.

Required Specific Insurance

**Required specific insurance** means **underlying insurance** that is described in any Required Specific Insurance Endorsement.

Underlying Insurance

**Underlying insurance** means:

- **controlled admitted** insurance;
- **compulsory admitted** insurance;
- **independently contracted admitted** insurance; or
- insurance that is **other non-admitted**.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**PRODUCT Recall EXPENSE LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the policy as below;

Notwithstanding anything herein contained to the contrary mentioned in the policy, it is hereby declared and agreed that this policy is extended to cover product recall expenses in consideration of the premium paid, and subject to the Endorsement's Schedule, terms, conditions and exclusions, you and we agree as follows:

Endorsement Schedule

Item A. Recall Limits of Insurance:

Aggregate: <Recall Aggregate>

Each "Covered Incident": <Recall per incident Limit>

Item B. "Deductible: <Recall deductible>

Item C. Recall Retroactive Date: <Recall Retrodate,

Item D. Sections Covered

Coverage A: YES/NO

Coverage B: YES/NO

Throughout this Endorsement, the words "you" and "your" refer to the Named Insured shown in the Policy Schedule and any other persons or organizations qualifying as an Insured under this policy. The words "we", "us" and "our" refer to the Insurers providing this insurance.

**I. INSURING AGREEMENT**

Coverage A

"Product Recall Expense"

We will pay, subject to the Recall "Deductible", the covered "Product Recall Expense" you incur arising out of a "Covered Incident" if the initial written notice to us of the "Covered Incident" takes place during the "policy period", and the "Covered Incident" takes place in the "Coverage Territory". The amount we will pay is limited as described in Section III - Recall LIMITS OF INSURANCE.

Coverage B

Product Recall Expense Liability

1. We will pay, subject to "Deductible", the covered "Product Recall Expense" that you become legally obligated to pay arising out of a "Covered Incident" to which this insurance applies. We will have the right to defend any "suit" seeking those expenses. We will have no duty to defend you against any "suit" seeking such damages. We may at our discretion investigate any "Cover Incident" and settle any claim or "suit" that may result. But:
  - a. The amount we will pay is limited as described in Section III - Recall LIMITS OF INSURANCE; and
  - b. Our right to defend ends when we have used up the applicable limit of insurance in the payment of defence costs, judgments or settlements under this coverage.
2. Furthermore this insurance applies to "Product Recall Expense" arising out of a "Covered Incident" if the initial written notice to us of the "Covered Incident" takes place during the "policy period", and the "Covered Incident" takes place in the "Coverage Territory".

**II. DEDUCTIBLE**

You will be responsible for the "Deductible" amount shown in Item B. of the Endorsement Schedule.

We will only pay for loss for any one "Covered Incident" if the amount of "Product Recall Expense", or the sum of all damages and defence costs for Product Recall Expense Liability, as the case may be, exceeds the "Deductible" and then only up to the applicable LIMITS OF INSURANCE.

If a loss for any one "Cover Incident" occurs which is insured under more than one Coverage Section, only one "Deductible" shall apply, which shall be the highest applicable "Deductible".

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**II. LIMITS OF INSURANCE**

1. The Recall LIMITS OF INSURANCE shown in the Endorsement Schedule, and the rules below, fix the most we will pay regardless of the number
  - a. Insureds;
  - b. persons or organizations making claims or bringing suits;
  - c. "Covered Incident"s; or
  - d. "Your Product"(s).
2. The most we will pay for the sum of all "Product Recall Expense" and for the sum of all damages and defence costs for Product Recall Expense Liability is the applicable Aggregate LIMIT OF INSURANCE shown in item A. of the Endorsement Schedule, less the sum of all applicable "Deductibles" irrespective of the number of "Covered Incidents" during the Endorsement Period.
3. Subject to 2. above, the most we will pay as a result of any one "Covered Incident" is the applicable Each "Covered Incident" Limit shown in Item A. of the Endorsement Schedule, less any applicable "Deductible".
4. All "Product Recall Expense" and Product Recall Expense Liability resulting from the same omission, introduction or error will be considered as arising out of one "Covered Incident".
5. The Recall LIMITS OF INSURANCE of this endorsement apply separately to each consecutive annual period unless the Endorsement 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 purpose, of determining the limits of insurance.

**IV. DEFINITIONS**

- A. "Covered Incident" in respect of section A & B means the recall, removal, recovery of possession or control, or disposal of "Your Product"(s) from a distributor, purchaser, or user of "Your Product"(s) because the use or consumption of "Your Product"(s) has resulted in ""bodily injury"" or ""property damage"", or poses actual and imminent danger of resulting in ""bodily injury"" or ""property damage"".
- B. "Deductible" means the amount shown in Item B. of the Endorsement Schedule.
- C. "Product Recall Expense" means the reasonable and necessary costs incurred during the 12 month period commencing on the first day such costs are incurred by reason of a "Covered Incident", if such costs are incurred exclusively for the recall, removal, recovery of possession or control, or disposal of "Your Product"(s). These costs are limited to the following:
  1. Communications to notify others of a "Covered Incident", including but not limited to, radio and television announcements and printed advertisements;
  2. The cost of shipping "Your Product"(s) from any purchaser, distributor or user to the place or places you designate;
  3. The actual cost of disposal of the products, but only to the extent that specific methods of disposal other than those usually employed for trash discarding or disposal, are required to avoid ""bodily injury"" or ""property damage"" as a result of such disposal;
  4. The extra expense to rent additional warehouse or storage space.
  5. The cost to hire additional persons other than your regular employees to assist in the process of communication, shipping and other ancillary responsibilities arising out of a "Covered Incident";
    - a. Remuneration paid to your regular employees, other than salaried employees, at basic rates of salary or wage for necessary straight time or overtime;
    - b. Expense incurred by employees, including transportation and accommodations, for 1, 2 and 3 above.
- D **Your Product(s)** means:
  1. Any goods or products manufactured, sold, marketed, handled, or distributed by you during the course of your **Business** as stated in the Policy Schedule;
  2. Containers other than vehicles, materials, parts or equipment furnished in connection with such goods or products; and

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

when physical possession of such goods or products has been released by you to others.

**Your Product(s)** do not include vending machines or other property rented to or located for the use of others.

- **Bodily Injury:** Bodily Injury means death, bodily injury, illness or disease of or to any person.
- **Property Damage:** Property Damage means loss of possession or control of or actual damage to tangible property.

**V. EXCLUSIONS**

1. We will not pay for the cost or expense to repair, recondition, decontaminate or otherwise treat the recalled products so as to render them marketable.
2. Arising out of the failure of 'Your Product(s) to accomplish their intended purpose
3. Arising out of a decrease in product sales realized subsequent to the announcement of the "Covered Incident" and due to loss of customer faith or approval, as well as any costs incurred to attempt an increase in product sales or to regain customer approval:
4. You incur because "Your Product"(s) is similar to, or 'Your Product"(s) has the same trade or brand name but is of a different batch than, the product which has been, or is being recalled;
5. Arising out of an intentional act or omission that you knew or should have known could reasonably lead to a "Covered Incident";
6. Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of the products;
7. Arising from your dishonest, willful, wanton, fraudulent, criminal or malicious act, error or omission;
8. Arising out of any .each of the warranties of fitness, quality, efficacy or efficiency.
9. Which you are obligated to pay by reason of an assumption of liability in a contract or agreement that you would not have in the absence of the contract or agreement.
10. Arising out of any pre-existing condition or situation that you knew or should have known of prior to the initial attachment of coverage under this endorsement, which could cause a "Covered Incident",
11. Based on the sale of "Your Product"(s) after you knew or should have known that "Your Product"(s) had been banned or declared unsafe by any governmental authority.
12. Arising solely as a result of intervention by any government or public authority
13. Arising from the supply "Your Product"(s) prior to the Retroactive Date shown in the Schedule.
14. Arising out of deliberate or alleged contamination, tamper or adulteration.
15. Arising prior to the unqualified acceptance of "Your Product"(s) by or on behalf of your customers.
16. Arising directly or indirectly out of:

Any actual or alleged failure, malfunction or inadequacy of:

1. Any of the following, whether belonging to any Insured or to others:
  - a. Computer hardware, including microprocessors;
  - b. Computer application software;
  - c. Computer operating systems and related software;
  - d. Computer networks;
  - e. Microprocessors (computer chips) not part of any computer system; or
  - f. Any other computerized or electronic equipment or components; or
2. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed above, due to the inability to correctly recognize, process, distinguish, interpret or accept any date change.

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

17. Arising directly or indirectly out of or in any way involving any act of terrorism. Any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, or use of physical, chemical, biological, or other violence against persons or property by an individual or group whose announced or apparent objective is to further purported political, social, and/or religious beliefs. and which is intended to:

- (1) Put the public at large or a section of the public in fear, or
- (2) Coerce or intimidate a government or individuals to modify their behavior or policies.

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

Where we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this endorsement the burden of proving the contrary shall be upon you.

18. Arising out of any testing for, monitoring of, cleaning up, removing, containing. Coating, detoxifying, or neutralizing or in any way responding to or assessing the effects of "Pollutants".
19. 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
20. Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or products containing lead or leaded materials.
21. For fines or penalties, punitive or exemplary damages, or the multiplied portion of multiplied damages.
22. Arising out of any financial, economic or consequential loss which you are legally obligated to pay or is incurred by any third party even if this arises out of a "Covered Incident".
23. Arising out of any product which is intended for incorporation into the structure, machinery or controls of any aircraft.
24. For any ""bodily injury"".
25. Arising out of a "Covered Incident" occurring prior to the inception of this Endorsement
26. Arising out of "Covered Incident" which you were aware of prior to the inception of this Endorsement
27. Arising out of "Your Product" which has not been delivered to your customers by you and which remains in your care, custody and control of or your parent or subsidiary or associated companies

**CONDITIONS**

Conditions A, E, F, and I are Conditions precedent to coverage hereunder

**A. YOUR DUTIES IN THE EVENT OF A COVERED INCIDENT**

1. In the event of a **Covered Incident**, whether or not such incident appears to involve this endorsement or policy, written notice will be given by or for you, to us, or any of our authorized representatives as soon as practicable containing particulars sufficient to identify you, and information with respect to the time, place and circumstances of the **Covered Incident** and estimated **Product Recall Expense Liability**. You will promptly take all reasonable steps to minimize any expense or damages involved.
2. You will cooperate with us and, at our request, assist us in enforcing any right of contribution or indemnity against any person or organization other than a named insured under this Policy who may be liable to you because of **Product Recall Expense Liability** incurred.

**C. OTHER INSURANCE**

If other valid and collectible insurance is available to you for any amounts we cover under this endorsement, our obligations are limited as follows:

1. 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 in the method described in 2. below.

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

2. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
3. 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.

**D. CONFIDENTIALITY**

You will use all reasonable efforts not to disclose the existence of the insurance provided under this endorsement, unless required to do so by law.

**E. DUE DILIGENCE**

You will use due diligence and assist in doing all things reasonably practicable to avoid or mitigate any damages under **Product Recall Expense Liability**.

**F. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

In the event of any payment under this endorsement or policy, you will have transferred to us all your rights to recovery, from any person or organization, of any of those amounts paid. You will execute and deliver all instruments and papers and do whatever else is necessary to secure such rights for us. You will do nothing to prejudice such rights. Any amounts recovered in excess of our total payment will be restored to you, less the cost to us of the recovery.

**G. SEVERABILITY, CONSTRUCTION AND CONFORMANCE TO STATUTE**

If any provision contained in this endorsement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provision of this endorsement or Policy.

If any provision contained in this endorsement is, for any reason, held to be invalid, illegal, or unenforceable, it will be construed by limiting it so as to be valid, legal, and enforceable to the extent compatible with applicable law.

Any provisions of this endorsement which are in conflict with the statutes or regulations of the state wherein this endorsement is issued are hereby amended to conform to such statutes or regulations.

**H. RELINQUISHMENT OF LIABILITY**

We may at any time pay to you in connection with any claim or series of claims under this endorsement to which a Limit of Insurance applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made we shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of defence costs incurred prior to the date of such payment.

Provided that if we exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Insurance and such excess amount is insured either in whole or in part, with defence costs payable in addition to the indemnity limit under this endorsement then we will also contribute our proportion of subsequent defence costs incurred with our prior consent.

**I. FRAUDULENT CLAIMS**

If any claim under this Endorsement is in any respect fraudulent all benefit under this endorsement shall become void.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**PRODUCTS GUARANTEE ENDORSEMENT**

This endorsement modifies insurance provided under the policy as below;

It is hereby agreed and declared that the following is added to Section I. INSURING AGREEMENT

**Coverage E**

**PRODUCTS GUARANTEE COSTS**

1. We will pay you, subject to any applicable Deductible, the covered "PRODUCTS GUARANTEE COSTS" that you become legally obligated to pay arising out of a "Covered Incident" to which this insurance applies. We will have the right to defend any "suit" seeking those expenses. We will have no duty to de-fend you against any "suit" seeking such damages. We may at our discretion investigate any "Covered Incident" and settle any claim or "suit" that may result.

But:

- a. the amount we will pay is limited as described in LIMITS OF INSURANCE below; and
  - b. our right to defend ends when we have used up the applicable limit of insurance in the payment of Defence Costs, judgments or settlements under this coverage.
2. Furthermore this insurance applies to "PRODUCTS GUARANTEE COSTS" arising out of a "Covered Incident" if the initial written notice to us of the "Covered Incident" takes place during the "policy period", and the "Covered Incident" takes place in the Policy Territory.

**DEDUCTIBLE**

You will be responsible for the Deductible amount shown in the endorsement. We will only pay for loss for any one "Covered Incident" if the amount of all damages and Defense Costs for "PRODUCTS GUARANTEE COSTS", exceeds the Deductible and then only up to 1 he applicable LIMITS OF INSURANCE.

A separate Deductible of INR XXXXXX each occurrence applies to this Coverage Section

**LIMITS OF INSURANCE**

The maximum amount we will pay under Coverage D, shall be forming part of and not in addition to the Product Completed Operation Aggregate Limit

1. The LIMITS OF INSURANCE shown in the Policy Declaration, and the rules below, fix the most we will pay regardless of the number of:
  - a. Insured(s),
  - b. persons or organizations making claims or bringing "suit"(s);
  - c. "Covered Incidents"; or
  - d. "Your Products".
2. The maximum amount we will pay for the sum of all damages and Defense Costs under "Products Guarantee Costs" is the applicable. "Products Guarantee Costs" Aggregate Limit shown in this endorsement.
3. Subject to 2. above, the maximum amount we will pay for total of damages and Defense Costs for "Products Guarantee Costs" in excess of the Deductible, as a result of any "Covered Incident" is the applicable of "Products Guarantee Costs" Each Covered Incident Limit shown in this endorsement. All "Products Guarantee Costs" damages and Defense Costs arising from the same omission, introduction or error will be considered as arising out of one "Covered Incident".
4. The LIIMITS OF INSURANCE of this Policy apply separately to each consecutive annual period 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.

Coverage E is subject to Limit of Insurance mentioned below:-

XXX "Products Guarantee Costs" Each Covered Incident Limit

XXX "Products Guarantee Costs" Aggregate Limit

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

Retroactive date-

For the purpose of this endorsement the following definitions shall also apply:

“Covered Incident” means removal, recovery of possession or control, repair, alteration, treatment, replacement or destruction of “Your Product(s)”

“Products Guarantee Costs” means the reasonable and necessary costs incurred for the removal, recovery of possession or control, repair, alteration, treatment, replacement or destruction of “Your Product” which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired, altered, despatched or delivered by you or on your behalf provided that such costs are incurred and first reported to us during the “policy period”. We shall not be liable for payment of any costs which are incurred more than two years after “Your Product(s)” has left your control, provided always that the Policy shall exclude any “Your Product(s)” manufacturer or produced prior to the Retroactive date as specified in this endorsement.

Where a series of Products Guarantee Costs are attributable to one source or one original cause or which result from the same condition or defect in the design, formulation or manufacture of the “Your Product”(s), all such Products Guarantee Costs are deemed to have incurred at that point in time when the first Products Guarantee Cost is incurred and reported to the insurer irrespective of when and where the Products Guarantee Costs have actually been incurred.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**FINANCIAL LOSS ENDORSEMENT**

This endorsement modifies insurance provided under the policy as below;

It is hereby agreed and declared that the following is added to Section I. INSURING AGREEMENT

**Coverage F**

**FINANCIAL LOSS**

1. We will pay you, subject to any applicable Deductible, the covered "Financial Loss" that you become legally obligated to pay arising out of a "Covered Incident" to which this insurance applies. We will have the right to defend any "suit" seeking those expenses. We will have no duty to defend you against any "suit" seeking such damages. We may at our discretion investigate any "Covered Incident" and settle any claim or "suit" that may result. But:
  - a. the amount we will pay is limited as described in LIMITS OF INSURANCE below; and
  - b. our right to defend ends when we have used up the applicable limit of insurance in the payment of Defence Costs, judgments or settlements under this coverage.
2. Furthermore this insurance applies to "Financial Loss" claim first made arising out of a "Covered Incident" if initial written notice to us of the "Covered Incident" takes place during the "policy period", and the "Covered Incident" takes place in the Policy Territory.

**DEDUCTIBLE**

You will be responsible for the Deductible amount shown in the endorsement. We will only pay for loss for any one "Covered Incident" if the amount of all damages and Defense Costs for "Financial Loss", exceeds the Deductible and then only up to the applicable LIMITS OF INSURANCE.

A separate Deductible of INR XXXXX each occurrence applies to this Coverage Section.

**LIMITS OF INSURANCE**

The maximum amount we will pay under Coverage F, shall be forming part of and not in addition to the Product Completed Operation Aggregate Limit

1. The LIMITS OF INSURANCE shown in the endorsement, and the rules below, fix the most we will pay regardless of the number of :
  - a. Insureds;
  - b. persons or organizations making claims or bringing "suit"(s);
  - c. "Covered Incident"(s); or
  - d. "Your Product"(s).
2. The maximum amount we will pay for the sum of all damages and Defense Costs under "Financial Loss" is the applicable "Financial Loss" Aggregate Limit shown in this endorsement.
3. Subject to 2. above, the maximum amount we will pay for total of damages and Defense Costs for "Financial Loss" in excess of the Deductible, as a result of any "Covered Incident" is the applicable of "Financial Loss" Each "Covered Incident" Limit shown in this endorsement. All "Financial Loss", damages and Defense Costs arising from the same omission, introduction or error will be considered as arising out of one "Covered Incident".
4. The LIMITS OF INSURANCE of this endorsement applies separately to each consecutive annual period 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.

Coverage F is subject to Limit of Insurance mention below:-

"Financial Loss" Aggregate Limit: XXXX

"Financial Loss" Each "Covered Incident" Limit: XXXX

Retroactive date - XX/XX/XXXX

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

For the purpose of this endorsement the following definitions shall also apply:

“Covered Incident”

“Covered Incident” in respect of section F is the defective or harmful condition of your product or their failure to perform the function for which they were supposed to be used or they were supplied by the insured.

“Financial Loss”

“Financial Loss” means any: (i) written demand or (ii) civil or administrative proceeding that seeks Damages from “Covered Incident” for any loss which is economic in nature and not consequent upon “bodily injury” or “property damage”

Exclusion applicable to coverage

- a) We will not pay for Products Guarantee Costs including but not limited to costs incurred for the removal, recovery of possession or control, repair, alteration, treatment, replacement or destruction of “Your Product” which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired, altered, treated, despatched or delivered by you or on your behalf.
- b) For liquidated damages, fines or penalties, statutory payments, punitive or exemplary damages, or the multiplied portion of multiplied damages
- c) For Financial Loss sustained by an Employee which arises out of and in the course of his employment by the Insured in the Business
- d) In respect of liability arising out of or in connection with advice, design specification
  - i) not pursuant to the supply of Products, or
  - ii) given for a fee
- e) For any cost or expense incurred in the inspection, recall, demolition, breaking out, dismantling, delivery, rebuilding, supply or installation of Products or any commodity, article or thing in which such Products are incorporated;
- f) For liability which is assumed by the insured solely because of a contract or agreement;
- g) Arising out of any claim made prior to Retroactive Date as mention above or for claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Policy;
- h) In respect of liability arising from any deliberate act or omission by or on behalf of the Insured;
- i) In respect of liability arising from any act of fraud, dishonesty, libel, slander, deceit, injurious falsehood, passing off or infringement of patent, copyright, design, trademark or trade name or breach or alleged breach of anti-trust law;
- j) To liability which arises out of any activity or risk excluded by this Policy;
- k) To liability arising from wrongful or delay delivery

**All other terms a. conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**TECHNICAL COLLABORATORS INCLUSION ENDORSEMENT**

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to include the following:

We will pay damages that the Insured becomes legally obligated to pay by reason of liability imposed by law for "bodily injury" or "property damage" directly caused by Collaborator in connection with the Technical Collaboration Agreement between the Insured and the Collaborator.

No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay is established against the Insured in an Indian Court as a result of legal proceedings in India. It is further agreed that only Indian Law shall be applicable.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**CONTROL GROUP CLAUSE**

It is hereby noted and agreed that under **Conditions**, Duties In The Event of Claim, "Suit", or Loss Circumstance – Point A and B are deleted and replaced as below :-

- A. You must see to it that we and any other insurers are notified as soon as the **Control Group** becomes aware and during the policy period, of any circumstance that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the circumstance happened;
  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 circumstance.

Notice of a circumstance is not notice of a claim.

- B. If a claim is made or suit is brought against any insured, you must:
1. immediately record the specifics of the claim or suit and the date received;
  2. notify us and other insurers as soon as the **Control Group** becomes aware and during the policy period ; and
  3. see to it that we receive written notice of the claim or suit as soon as

The **Control Group** becomes aware and during the policy period.

For the purpose of this endorsement, **Control Group** means the following executive officers of the Insured:

1. President/Chief Executive Officer
2. Chief Financial Officer
3. Chief Technology Officer
4. Chief Information Officer
5. Risk Manager

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**CLAIMS SERIES CLAUSE**

Under Limits of Insurance, the following provision is included

For the purpose of this policy where a series of and/or several Injuries and/or Damages which give rise to claims are attributable directly or indirectly to the same cause all such claims shall be added together and treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing against the Insured. There shall, however, be no coverage for claims made arising from one specific cause which are made later than XX years after the first claim of the series.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**LIFT & ELEVATORS LIABILITY ENDORSEMENT**

This insurance extends to indemnify the insured in respect of claims for “bodily injury” or “property damage” resulting from use of Lift and Elevator (including machinery plant doors safety devices or other appliances thereof) installed in the Insured’s premises which is owned and occupied by the Insured.

Subject to limits not exceeding the following which shall form part of the overall insurance limits as mentioned in the Schedule of the policy.

Any One Accident - INR XXXXXXXXXX and

In the Aggregate during the policy period -

INR XXXXXXXXXX

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**ENDORSEMENT – EXTENSION OF POLICY PERIOD**

It is hereby agreed and declared that **Item 5 of Limits of Liability** of this policy as mentioned in the policy schedule is further amended to include the below;

The **Limit of Liability** of INR .....available during the endorsement period from dd-mm-yy To dd-mm-yy shall be part of, and not in addition to, the Company's maximum **Limits of Insurance** on account of all claims first made or **suits** brought about, from the inception of this policy .

For avoidance of doubt, the liability paid under the policy will erode the **Limits of Insurance** available for the policy above

**All other terms, conditions and exclusions of this policy remain unaltered.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**DESIGNATED CONTRACTS**

This insurance only applies to "bodily injury" or "property damage" arising out of the services you provide in connection with the contract(s) designated below :

Designated Contracts :

- a)
- b)
- c)

**All other terms and conditions remain unchanged.**



COMMERCIAL GENERAL LIABILITY PLUS POLICY

TIE IN FORM (NON ACCUMULATION OF LIMITS)

It is agreed that with respect to all of the policies listed below or any renewal or replacement thereof , the total aggregate liability shall not exceed INR ..... in the aggregate for payment of **liability** on account of any “**bodily injury**” or “**property damage**” caused by any **occurrence** to which insured can seek coverage under two or more / both of the policies listed below

Insured	Policy Number	Policy Limit

The total aggregate limit of INR **XXX** in the declaration of the Commercial General Liability policy for **(Insured name)** is not in addition to the Total aggregate limit of INR **XXX** set forth in declaration of CGL Policy for **(List of the other name Insured with Tie in limits)**.

For avoidance of doubt , the liability paid under the **(Name Insured)** will erode the total aggregate limit available for **(List of the other insureds with Tie in limits)** and vice versa.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**CO-INSURANCE CLAUSE**

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:
  - 1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or
  - 1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

**2. Co-insurance Schedule:**

SN	Name of the Insurer	Share (%)
	(Lead Insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	

**3. Conditions forming part of this clause**

It is hereby agreed and understood that:

- 3.1 The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.
- 3.2 The duties of insured would devolve upon the authorized intermediary licensed by IRDAI (referred to as authorized representative thereafter) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.
- 3.3 It shall be the responsibility of the insured or his authorized intermediary licensed by IRDAI to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- 3.4 The lead Insurer shall finalize the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorized intermediary.
- 3.5 It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- 3.6 During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorized representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- 3.7 The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.
- 3.8 In the event of any of the insurers, chosen by the Insured as per paragraph 3.1 above and listed in the co-insurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part there of which is not taken up by such alternative co-insurer.

- 3.9 In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- 3.10 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.11 In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.
- 3.12 In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand.

Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.

- 3.13 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/ Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.

In witness, whereof, this policy has been signed by HDFC ERGO General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**FIRE EXTINGUISHING LIABILITY**

It is agreed and understood that, this Policy shall be extended to cover the Insured's for extinguishing expenses which should be necessarily and reasonably incurred in extinguishing fires at the premises, subject to the following limits of liability during the period insurance.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**SEED MERCHANTS—COVERAGE FOR ERRONEOUS DELIVERY OR MIXTURE AND RESULTING FAILURE OF SEED TO GERMINATE**

This endorsement modifies insurance provided under the following:

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**A. The following is added to Paragraph 1., Insuring Agreement of Section I—Coverage's—Bodily Injury And Property Damage Liability:**

**1. Insuring Agreement**

Damages because of "property damage" include loss resulting from:

- a. The erroneous delivery of seed, which includes:
  - (1) The failure to deliver seed;
  - (2) The delivery of wrong seed; or
  - (3) The delivery of seed at the wrong time or season;
- b. An error in mechanical mixture of seed; or
- c. The failure of seed to germinate if this failure is caused by:
  - (1) The delivery of wrong seed;
  - (2) The delivery of seed at the wrong time or season; or
  - (3) An error in mechanical mixture of seed.

**B. Exclusion j., Damage To Impaired Property Or Property Not Physically Injured under Paragraph 2., Exclusions of Section I—Coverages—Bodily Injury And Property Damage Liability does not apply to any "property damage" described in Paragraph A. of this endorsement.**

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

**SCHEDULE**

**Premium** \_\_\_\_\_

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** A Supplemental Extended Reporting Period Endorsement is provided, as described in EXTENDED REPORTING PERIODS (Section **V**).
- B.** A Supplemental Aggregate Limit applies, as set forth in paragraph **C.** below, to claims first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit entered on the Declarations in effect at the end of the policy period.

**C.** Paragraph **2.** of LIMITS OF INSURANCE (Section **III**) is replaced by the following:

- 2.** The Aggregate Limit is the most we will pay for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, except damages for claims first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit is the most we will pay for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” for claims first received and recorded during the Supplemental Extended Reporting Period.

- D.** LIMITS OF INSURANCE (Section **III**), as amended by paragraph **C.** above, is otherwise unchanged and applies in its entirety.
- E.** The first paragraph of paragraph **4.b.** of PRODUCTS-COMPLETED OPERATIONS LIABILITY CONDITIONS (Section **IV**) is replaced by the following:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to “bodily injury” or “property damage” included within the “products-completed operations hazard” on other than a claims-made basis, if:

- (1)** No Retroactive Date is shown in the Declarations of this insurance;
- (2)** The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or
- (3)** The policy period of the other insurance begins or continues after the Supplemental Extended Reporting Period begins.

- F.** This endorsement will not take effect unless the additional premium for it, as set forth in Section **V**, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT FOR SPECIFIC ACCIDENTS, PRODUCTS, WORK OR LOCATIONS**

This endorsement modifies insurance provided under the following:

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

**SCHEDULE**

**Premium** \_\_\_\_\_

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** The Supplemental Extended Reporting Period Endorsement described in EXTENDED REPORTING PERIODS (Section **V**), as amended by the Amendment of Section **V**—Extended Reporting Periods for Specific Accidents, Products, Work or Locations endorsement is provided.
- B.** A Supplemental Aggregate Limit applies, as set forth in paragraph **C.** below, to claims first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit entered on the Declarations in effect at the end of the policy period.
- C.** Paragraph **2.** of LIMITS OF INSURANCE (Section **III**) is replaced by the following:

- 2.** The Aggregate Limit is the most we will pay for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, except damages for which claim was first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit is the most we will pay for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” for claims first received and recorded during the Supplemental Extended Reporting Period.

- D.** LIMITS OF INSURANCE (Section **III**), as amended by paragraph **C.** above, is otherwise unchanged and applies in its entirety.
- E.** The first paragraph of paragraph **4.b.** of PRODUCTS-COMPLETED OPERATIONS LIABILITY CONDITIONS (Section **IV**) is replaced by the following:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to “bodily injury” or “property damage” included within the “products-completed operations hazard” on other than a claims-made basis, if:

- (1)** No Retroactive Date is shown in the Declarations of this insurance;
- (2)** The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or
- (3)** The policy period of the other insurance begins or continues after the Supplemental Extended Reporting Period begins.

This endorsement will not take effect unless the additional premium for it, as set forth in Section **V**, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**DELETION OF PROPERTY DAMAGE EXCLUSION—ART OR OTHER PERSONAL PROPERTY IN THE INSURED'S CARE, CUSTODY, OR CONTROL**

Exclusion j.(3) and j.(4) of Coverage A (Section I) does not apply to property damage to artwork or other tangible personal property of others while on display on the insured's premises.

This additional insurance afforded by this endorsement is subject to the following provisions:

1. This insurance does not apply to liability of others assumed by the insured under any contract or agreement.
2. This insurance does not apply to property owned by or rented to the insured or any employee of the insured.
3. This insurance does not apply to property subject to a safe deposit box agreement.
4. This insurance does not apply to money or securities, but this exclusion does not apply to coin collections belonging to others while on display on the insured's premises.
5. Subject to paragraph 5 of LIMITS OF INSURANCE (Section III), the most we will pay under Coverage A as damages because of "property damage" to artwork or other personal property of others arising out of any one "occurrence" is \$\_\_\_\_\_.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**SUPPLEMENTARY PAYMENTS—FIRST AID COVERAGE FOR CAMPERS**

As respects the camp or campground operations listed in the schedule above, the following is added to SUPPLEMENTARY PAYMENTS—COVERAGES A AND B (Section I):

8. Expenses incurred by the insured for first aid to others administered at the time of an accident.

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**PROPERTY DAMAGE TO THE INSURED'S WORK**

Exclusion I of Coverage A (Section I) is replaced by the following:

**1. 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 to that part of any loss in excess of INR XXX,XXX, which amount will apply as an each-occurrence deductible. Any coverage afforded by this provision is excess over any valid insurance available to you or any insured, covering the same "work".



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**OIL OR GAS OPERATIONS—NONOPERATING INTEREST**

It is agreed that such insurance as is afforded by Coverage A—Bodily Injury and Property Damage Liability (Section I) applies to your non-operating working interest in oil or gas operations, whether you are owner, co-owner, joint venturer, or mining partner, subject to the following provisions:

1. This insurance applies only to the Named Insured shown in the Declarations.
2. This insurance shall be excess over any other valid and collectible insurance available to the Named Insured.
3. This insurance does not apply to any oil or gas operations in which the Named Insured is “operator” for his own account, or on behalf of others.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**STOP GAP EMPLOYERS LIABILITY**

**SECTION I—COVERAGES COVERAGE D. EMPLOYERS LIABILITY**

**1. Insuring Agreement.**

- a. We will pay those sums that you become legally obligated to pay as damages because of “bodily injury” of any employee of yours who sustains an injury which arises out of and in the course of his employment, provided such employee is reported and declared under a workers compensation 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. This insurance applies only to “bodily injury” which occurs during the policy period. The “bodily injury” must be caused by an “occurrence.” The “occurrence” must take place in the “coverage territory.” We will have the right to defend any “suit” seeking those damages. But:
  - (1) The amount we will pay for damages is limited as described herein;
  - (2) We may investigate and settle any claim or “suit” at our discretion; and
  - (3) Our right to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, or D or medical expenses under Coverage C.
- b. 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. Any liability assumed by you under any contract or agreement;
- b. “Bodily injury” sustained by a master or member of the crew of any vessel or by any employee of yours in the course of employment subject to the Federal Employer’s Liability Act;
- c. “Bodily injury” suffered or caused by any person knowingly employed by you in violation of any law as to age, or under the age of 14 years regardless of any such law;
- d. “Bodily injury” suffered by any employee whose remuneration has not been included in the total remuneration upon which premium for this endorsement is based;
- e. Aircraft operation or the performance of any duty in connection with aircraft while in flight;
- f. Any claim for “bodily injury” with respect to which you are deprived of any defense or defenses, or which is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of any workers compensation law;
- g. Any premium, assessment, penalty, fine, benefits or other obligation imposed by any workers compensation, unemployment compensation or disability benefits law or under any similar law;
- h. Any injury sustained because of any act committed intentionally by you or at your direction and, if you are designated in the Declarations as a partnership or an organization other than a partnership or joint venture, by any executive officer, director, stockholder or partner thereof.

Exclusion h. shall not exclude coverage for your legal liability other than benefits or compensation provided for under any workers compensation act, resulting from the deliberate intentional act of an employee or agent (other than an executive officer, director, stockholder or partner) that produce injury or death to another employee when such act is committed within the scope of employment.

SUPPLEMENTARY PAYMENTS—COVERAGES A AND B (SECTION I) is extended to apply to coverage provided by this endorsement.

**SECTION II—WHO IS AN INSURED**

You are an insured if you are an employer named in the Declarations of this policy. If that employer is a partnership, and if you are one of its partners, you are an insured, but only in your capacity as an employer of the partnership’s employees.

**SECTION III—LIMITS OF INSURANCE**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

Regardless of the number of (1) insureds under this policy, (2) persons who sustain “bodily injury,” or (3) claims made or “suits” brought on account of “bodily injury,” our liability for the coverage provided by this endorsement is limited as follows:

1. Bodily Injury by Accident \$\_\_\_\_\_ each accident, is the most we will pay for all damages covered by this endorsement because of “bodily injury” to one or more employees in any accident. A disease is not “bodily injury” by accident unless it results directly from “bodily injury” by accident.
2. Bodily Injury by Disease \$\_\_\_\_\_ each employee, is the most we will pay for all damages because of “bodily injury” by disease to any one employee.  
  
Bodily Injury by Disease \$\_\_\_\_\_ policy limit, is the most we will pay for all damages covered by this insurance and arising out of “bodily injury” by disease, regardless of the number of employees who sustain “bodily injury” by disease.  
  
“Bodily injury” by disease does not include disease that results directly from “bodily injury” by accident.
3. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C; and
  - b. Damages under Coverage A, Coverage B and Coverage D, except damages because of injury and damage included in the “products-completed operations” hazard.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS is extended to apply to coverage provided by this endorsement.

DEFINITIONS (SECTION V—CG 00 01) (SECTION VI—CG 00 02) is extended to apply to coverage provided by this endorsement.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**BLANKET JOINT VENTURE COVERAGE**

The following is added to Section II—Who Is an Insured:

5. With respect to “your work,” you are an insured for your liability arising out of the conduct of any partnership or joint venture of which you are or were a partner or member, even though such partnership or joint venture is not shown as a Named Insured in the Declarations. This coverage is excess over any available liability insurance purchased specifically to insure the partnership or joint venture.

This coverage will not inure to the benefit of any party except you.

A related problem for some organizations is the continuation of completed-operations coverage with respect to their joint venture liability after the coverage arranged separately for the joint venture itself has run out. An example of an endorsement to achieve this purpose, requiring the scheduling of the joint venture with respect to which completed-operations coverage is desired, is shown in Exhibit VII.D.6.

It should be kept in mind that, in the case of both these manuscript endorsements, coverage is being provided only with respect to the named insured’s own liability. Coverage does not extend to other partners or joint venturers.



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**KNOWLEDGE OF OCCURRENCE**

Knowledge of an “occurrence,” claim, or “suit” by an agent, servant, or employee of any insured; and receipt of any demand, notice, summons, or other legal paper in connection with a claim or “suit” by any agent, servant, or employee of any insured shall not in itself constitute knowledge of the insured or receipt by the insured unless an individual in one of the positions listed below shall have such knowledge or shall have received such demand, notice, summons, or legal paper from the agent, servant, or employee.

**Scheduled Positions**

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**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**EXCESS COVERAGE FOR WRAP-UP OPERATIONS**

**BLANKET**

The following is added to Condition 4.b—Other Insurance—of Commercial General Liability Conditions (Section IV):

- (4) That is available to you as an insured under a consolidated insurance (wrap-up) program for a project in connection with “your work” for that project.

**SCHEDULED**

The following is added to Condition 4.b—Other Insurance—of Commercial General Liability Conditions (Section IV):

- (4) That is available to you as an insured under a consolidated insurance (wrap-up) program for the operations identified in the schedule below.

**SCHEDULE**

Description and Location of Operations:



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to Commercial General Liability Conditions (Section IV), paragraph 6—Representations:

- d. Your failure to disclose all hazards or prior “occurrences” existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior “occurrences” is not intentional

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**AUTOMATIC ADDITIONAL INSURED—CONSTRUCTION CONTRACTS**

The following provision is added to Section II (Who Is an Insured).

5. Any person(s) or organization(s) (hereinafter called "Additional Insured") with whom you agree in a written construction contract to name as an insured is an insured with respect to liability arising out of ongoing operations performed by you or on your behalf on the project specified in the construction contract, including acts or omissions of the Additional Insured in connection with the general supervision of such operations.

However, the insurance provided to the Additional Insured does not apply to:

- a. "Bodily injury," "property damage," or "personal injury," occurring after:
  - (1) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured at the site of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- b. "Property damage" to:
  - (1) Property owned, used, or occupied by or rented to the Additional Insured;
  - (2) Property in the care, custody, or control of the Additional Insured or over which the Additional Insured is for any purpose exercising physical control; or
  - (3) "Your work" for the Additional Insured.
- c. "Bodily injury," "property damage," or "personal injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for the Additional Insured, or for others, including:
  - (1) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; and
  - (2) Supervisory, inspection, or engineering services.

Subpart (1) (a) of exclusion f. is replaced by the following:

At or from any premises, site, or location which is or was at any time owned or occupied by, or rented or loaned to the insured;

These exclusions apply in addition to those contained in the Coverage Part

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**AUTOMATIC ADDITIONAL INSUREDS—REAL PROPERTY LEASES**

The following provision is added to Section II (Who Is an Insured).

5. Any person(s) or organization(s) (hereinafter called "Additional Insured") with whom you agree in a written lease of premises (including land) to name as an insured is an insured with respect to liability arising out of that part of the premises leased to you, subject to the following additional exclusions.

The insurance provided to the Additional Insured does not apply to:

- a. "Bodily injury," "property damage," or "personal injury" occurring after you cease to lease the premises or land.
- b. "Bodily injury," "property damage," or "personal injury" arising out of structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.
- c. "Property damage" to:
  - (1) Property owned, used, or occupied by or rented to the Additional Insured; or
  - (2) Property in the care, custody, or control of the Additional Insured or over which the Additional Insured is for any purpose exercising physical control.

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**AUTOMATIC ADDITIONAL INSUREDS—EQUIPMENT LEASES**

The following provision is added to Section II (Who Is an Insured).

5. Any person(s) or organization(s) (hereinafter called "Additional Insured") with whom you agree in a written equipment lease or rental agreement to name as an insured is an insured with respect to liability arising out of the maintenance, operation, or use by you of the equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions.

The insurance provided to the Additional Insured does not apply to:

- a. "Bodily injury," "property damage," or "personal injury" occurring after you cease to lease the equipment.
- b. "Bodily injury," "property damage," or "personal injury" arising out of the sole negligence of the Additional Insured.
- c. "Property damage" to:
  - (1) Property owned, used, or occupied by or rented to the Additional Insured; or
  - (2) Property in the care, custody, or control of the Additional Insured or over which the Additional Insured is for any purpose exercising physical control.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**HAMMER CLAUSE**

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to include –

We have the right to defend any claim seeking damages, even if any of the allegations of the claim are groundless, false, or fraudulent. We will investigate any such claim we deem appropriate. We will not settle any claim without your written consent, which shall not be unreasonably withheld. You and we agree to consult with each other to resolve any differences to such settlement.

**All other terms and conditions remain unchanged.**

# HDFC ERGO General Insurance Company Limited

## Endorsement Wordings



### COMMERCIAL GENERAL LIABILITY PLUS POLICY

#### INNKEEPERS LIABILITY COVERAGE ENDORSEMENT (OCCURRENCE)

##### (BAILMENT COVERAGE)

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Section I - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, j. - Damage to Property, (4),** is amended to read:

- (4) Personal property in the care, custody or control of the insured except for sums the Insured becomes legally obligated to pay because of liability for damages because of injury to, destruction of or loss of property belonging to a guest at any of your various "premises", as listed in the policy schedule or any endorsement thereto, where such property is within the "premises", within a hotel safety deposit box or in the Insured's possession. This exception does not apply:
- (a) To any liability the insured assumes under any contract or agreement, other than a contract entered into with the guest, prior to a loss, which increases the Insured's statutory liability;
- (b) To any loss caused by the spilling, upset or leaking of any food or liquid;
- (c) To any vehicle, or its equipment, accessories, appurtenances or any property contained therein;
- (d) To any property in the custody or possession of the insured for laundering or cleaning;
- e) To any articles carried or held by a guest as samples or for sale or for delivery after sale.

As respects the coverage provided by this endorsement **Section III. - Limits of Insurance** is amended to add:

8. Subject to XX above in schedule, the Innkeepers Liability Coverage Limit is the most we will pay under Coverage A for damages because of injury to, destruction of, or loss of property belonging to a guest at any of your various "premises".

#### INNKEEPERS LIABILITY COVERAGE ENDORSEMENT

##### (BAILMENT COVERAGE)

(CONTINUED)

**Commercial General Liability Declarations page** is amended to add:

Innkeepers Liability Limit of Insurance:

##### Item 1

Coverage's	Limit of Liability		
	Each Location	Loss Deductible	Premium
All damage because of loss of property during the policy period to the "registered guest", inclusive of all "guests" lodging with the "registered guest".	As specified in schedule above	To be specified	INR .....

##### Item 2

The following are the addresses of all premises where the above coverage will apply

Location No.	Address(Show main location, if any, as Location No. 1)
1	Within the "Designated Premises" in the <b>Coverage Territory</b>

For purposes of the coverage provided herein **Section VI. - Definitions**, is amended to add:



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

"Guest" means any individual receiving lodging for pay. In multiple person parties each individual is deemed a "guest" of the "premises".

"Registered Guest" means the individual under whose name the lodging is reserved.

"Premises" means that portion of the building described in the schedule occupied by you in conducting your business as an innkeeper.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**INKEEPERS LIABILITY COVERAGE ENDORSEMENT (CLAIMS-MADE)**

**(BAILMENT COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Section I - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, j. - Damage to Property, (4),** is amended to read:

- (4) Personal property in the care, custody or control of the insured except for sums the Insured becomes legally obligated to pay because of liability for damages because of injury to, destruction of or loss of property belonging to a guest at any of your various "premises", as listed in the policy schedule or any endorsement thereto, where such property is within the "premises", within a hotel safety deposit box or in the Insured's possession. This exception does not apply:
- (a) To any liability the insured assumes under any contract or agreement, other than a contract entered into with the guest, prior to a loss, which increases the Insured's statutory liability;
- (b) To any loss caused by the spilling, upset or leaking of any food or liquid;
- (c) To any vehicle, or its equipment, accessories, appurtenances or any property contained therein;
- (d) To any property in the custody or possession of the insured for laundering or cleaning;
- (e) To any articles carried or held by a guest as samples or for sale or for delivery after sale.

As respects the coverage provided by this endorsement **Section III. - Limits of Insurance** is amended to add:

- 8. Subject to XX schedule above, the Innkeepers Liability Coverage Limit is the most we will pay under Coverage A for damages because of injury to, destruction of, or loss of property belonging to a guest at any of your various "premises".

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**INNKEEPERS LIABILITY COVERAGE ENDORSEMENT**

**(BAILMENT COVERAGE)**

(CONTINUED)

**Commercial General Liability Declarations page** is amended to add:

Innkeepers Liability Limit of Insurance:

**Item 1**

Coverage's	Limit of Liability		
	Each Location	Loss Deductible	Premium
All damage because of loss of property during the policy period to the "registered guest", inclusive of all "guests" lodging with the "registered guest".	As specified in schedule above	To be specified	INR .....

**Item 2**

The following are the addresses of all premises where the above coverage will apply

Location No.	Address (Show main location, if any, as Location No. 1)
1	Within the "Designated Premises" in the <b>Coverage Territory</b>

For purposes of the coverage provided herein **Section V. - Definitions**, is amended to add:

"Guest" means any individual receiving lodging for pay. In multiple person parties each individual is deemed a "guest" of the "premises".

"Registered Guest" means the individual under whose name the lodging is reserved.

"Premises" means that portion of the building described in the schedule occupied by you in conducting your business as an innkeeper.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**ENDORSEMENT- ADVANCEMENT OF DEFENSE COST-30 DAYS**

The Company shall, prior to the final disposition of any Claim, advance Defence Costs, within thirty (30) days of receipt of an invoice.

Subject otherwise to the terms, conditions and exclusions of this Policy.

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**ENDORSEMENT- EMERGENCY DEFENSE COST**

If the written consent of the Insurer could not be justifiably obtained before defence expenses are incurred by the Insured, the Insurer agrees to give retrospective approval of such expenses incurred by the Insured to the point in time where the Insured should have sought the Insurer's written consent.

The sub-limit of INR \_\_\_\_\_ in the aggregate shall apply for all emergency defense expenses and is subject to a Policy deductible specified in the schedule.

Notwithstanding the above, If it is established that there was no entitlement to indemnity under this policy for the emergency defence expenses, then such amounts, if indemnified, shall be repaid to the Insurer immediately.

The Insured shall give written notice to the Insurer of the emergency defence expenses as soon as practicable, but no later than 30 days from the day such expenses were incurred, together with the justification why such expenses were considered as emergency expenses .

The Insurer shall pay Emergency Defense Expenses after the satisfactory review of the justification provided for treating such expenses as emergency expenses.

**All other terms remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**ENDORSEMENT- CRISIS EXPENSES**

Notwithstanding anything to the contrary, Crisis Management Expenses coverage provided by this endorsement is as follows:

1. We shall pay the Insured for reasonable and necessary Crisis Consultant fees and costs incurred by the insured through the Crisis consultant appointed by the Insured as a direct result of a Crisis commencing during the policy period (as stated in the Schedule of the Policy) and reported to us immediately when the Crisis is known.

Any Crisis arising out of or based upon or attributable to or related to continuous or repeated events shall be deemed to be a single Crisis.

2. Sub-limit of Indemnity:

The amount stated in the sub-limit schedule of this endorsement is the maximum amount payable by us in respect of any on Crisis during policy period subject otherwise to the Co-Insurance as stated in the Schedule Sub-limit Schedule applicable to this endorsement: As mentioned in schedule INR XXXXXXXX in the Aggregate which shall form part of the overall General Aggregate Limit mentioned in the Schedule of the policy.

3. Exclusions

In addition to the general exclusions we do not cover under this endorsement:

- (I) Industrial Changes: Circumstances including governmental regulations which affect another country or industry in which the Insured conducts its Business activities.
- (II) Economic / Social Changes: Changes in population, customer taste, economic conditions, seasonal sales variation or competitive environment.
- (III) Fraudulent Acts: Any fraudulent act committed by any Insured.
- (IV) Intentional Regulatory Violations: Any intentional violation by any Insured of any governmental regulation:
  - a) in connection with the manufacture, sale or distribution of Your product; or
  - b) in connection with the use of materials or substances in the manufacturing process which a governmental entity has been banned or deemed certain to result in injury or damage if used; or
  - c) in connection with any services rendered by the insured.
- (V) Costs of Proceedings: Any costs and expenses of any formal proceedings before any government body as a result of a Crisis.
- (VI) Wrongful Detention: Any wrongful detention of any Insured in order to obtain the performance by the Insured of express demands and / or payment of ransom money, any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorized and issued required documents and visas unless the Insurer determines that such allegations were:
  - a. intentionally false, fraudulent and
  - b. directed specifically at the Insured with a deliberate desire to inflict injury or to inflict economic harm with the intent for it to become known by the Insured of the public; and
  - c. made solely to achieve a political propaganda or coercive effect upon or at the expense of the Insured.
- (VII) Market Events: any circumstances that affect a majority of the securities quoted on a stock exchange in which the Insured lists are common stock.

**4. Additional Definitions for this endorsement:**

Crisis means any occurrence that involves Bodily injury and Property damage to Third party in accordance with coverages section A & B of the policy that results :

- a) in disruption to the Insured's normal operations and requires the full time involvement if all of the Insured's directors and is likely to have a significant negative impact on the Insured's revenue or net worth; or
- b) has the potential to cause



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

1. decrease of greater than 10% in the value of the Insured's share holding within a 48 hours period; or
  2. a 20% negative impact on the Insured's revenue over a twelve months period; or
- c) causes negative media reporting which has the potential to directly cause disruption to the Insured's normal operations and requires the full time involvement of all of the Insured's directors and is likely to have a significant negative impact on the Insured's revenue or net worth. Crisis Consultant means the independent consultant appointed by the insured and expressly approved in advance by us to use in connection with a Crisis.

Crisis Coverage Period means the period commencing when the Crisis is first reported to the Insurer and ending 7 days thereafter.

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**ENDORSEMENT- EMPLOYEE BENEFITS LIABILITY**

We will pay the "Insured" for those sums which the "Insured" shall become legally obligated to pay as damages because of any claim made against the "Insured" due to any "Wrongful Act" of the "Insured", or any other person for whose acts the "Insured" is legally liable, in the "Administration" of the "Insured's" Employee Benefits Programs", as defined in the Definitions section of this policy. This insurance applies only if a claim for damages covered by this endorsement is first made against the "Insured" during the policy period. We have the right and duty to defend any suit against the "Insured" seeking damages on account of such negligent act, error or omission, even if any of the allegations of the suit are groundless, false or fraudulent, and we may make such investigation and settlement of any claim or suit as we deem expedient.

**Additional Definitions for this endorsement:**

*DEFINITION OF "Insured"*

With respect to the insurance afforded by this endorsement the unqualified word "Insured" includes the Named Insured, provided that (a) if the Named Insured is designated as an individual, the insurance applies only to the conduct of a business of which he is the sole proprietor and (b) the unqualified word "Insured" also includes the following:

- A. If the Named Insured is or includes a partnership or joint venture, any partner or member thereof by only with respect to his liability as such;
- B. Any executive officer, director or stockholder of the Named "Insured" while acting within the scope of his duties as such;
- C. Any employee, provided such employee is authorized to act in the "Administration" of the Named "Insured's" Employee Benefits Program."

*DEFINITION OF "Employee Benefits Programs"*

The terms "Employee Benefits Programs"; means (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social benefits, disability benefits, and (b) any other similar employee benefits instituted after the effective date of this endorsement provided we are notified within thirty (30) days after the institution of such benefits.

*DEFINITION OF "Administration"*

The unqualified word "administration" wherever used shall mean:

- A. Giving counsel to employees with respect to the Employee Benefits Programs;
- B. Interpreting the Employee Benefits Programs;
- C. Handling of records in connection with the Employee Benefits Programs;
- D. Effective enrollment, termination or cancellation of employees under the "Employee Benefits Programs", provided all are acts, which are authorized by the Named "Insured".

*DEFINITION of "Wrongful Act"*

"Wrongful Act" means any actual or alleged negligent act, error or omission in the "Administration" of the Employee Benefits Plan.

**C. EXCLUSIONS**

This endorsement does not apply to:

- 1. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
- 2. Bodily injury to or sickness, disease or death, of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- 3. Any claim for failure of performance of contract by an insurer;
- 4. Any claim based upon the "Insured's" failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;
- 5. Any claim based upon:
  - A. failure of any investment(s) including but not limited to stock to perform as represented by any "Insured";

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

- B. advice given by an "Insured" to an employee to participate in any investment plan including but not limited to stock subscription plans.
6. All sums which the "Insured" shall become legally obligated to pay as loss because of any Breach of Fiduciary Duty (as defined below), or because of any Breach of Fiduciary Duty by any person for which the "Insured" is legally responsible and arising out of the "Insured's" activity as a fiduciary of any Plan covered by this endorsement. The term, "Breach of Fiduciary Duty" shall mean the violation of any of the responsibilities, obligations of duties imposed upon fiduciaries by the EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 or amendments thereto with respect to any Plan covered by this endorsement;
7. Any claim made against the "Insured" based on or attributable to any failure or omission on the part of the "Insured" to effect and maintain insurance or bonding for Plan Property or Assets.

**D. CONDITIONS**

*LIMITS OF LIABILITY*

Regardless of the number of (a) "Insureds" under this policy (b) persons who sustain damage or (c) claims made or suits brought for such damages; the limit of liability stated in the ADDITIONAL DECLARATIONS of this endorsement as applicable to each "Wrongful Act" or series of related "Wrongful Acts" is the limit of our liability for all claims made on account of any "Wrongful Acts" or series of related acts by this policy for the period of liability stated in the ADDITIONAL DECLARATIONS as "Each Annual Aggregate" is, subject to the above provision, the total limit of our liability for all claims covered during the period this endorsement is in force.

*PREMIUM*

The premium stated in the ADDITIONAL DECLARATIONS is an estimated premium only. Upon termination of each annual period of this endorsement the "Insured", on request, will furnish us a statement of the total number of employees at the end of the period. The earned premium shall be computed on the average of the number of employees at the end of the coverage period and that stated in the ADDITIONAL DECLARATIONS. If the earned premium thus computed exceeds the estimated premium paid, the "Insured" shall pay the excess to us; if less, we shall return to the "Insured" the unearned portion paid by such "Insured".

*DEDUCTIBLE*

The deductible amount indicated in the ADDITIONAL DECLARATIONS shall be subtracted from the total amount of all sums which we are obligated to pay or incur on behalf of the "Insured" on account of each occurrence as stated in the ADDITIONAL DECLARATIONS. The terms of this endorsement including those with respect to notice of claim or suit and our right to investigate and negotiate any such claim or suit, apply irrespective of the application of the deductible amount.

*OPTIONAL EXTENDED REPORTING ENDORSEMENT*

The coverage under the Employee Benefits Liability Endorsement may end because one of us chooses to cancel it or not renew it. If this is not the result of non-payment of the premium you have the right to buy a reporting endorsement. It extends the time to report covered claims. The claim must first be made against an "Insured" and reported to us within 3 years after the Employee Benefits Liability Endorsement ends and while the reporting endorsement is in affect.

To obtain this reporting endorsement you must request it in writing and pay the additional premium within 30 days after this agreement ends. If we don't receive written notice and payment within this period, you may not exercise this right at a later date.

We'll sell you this endorsement for the additional premium. This additional premium will not exceed 200% of the annual premium for the Employee Benefits Liability Endorsement. Once you pay the premium we can't cancel the endorsement. We will determine the additional premium taking into account the following:

- A. The exposures insured;
- B. Previous types and amounts of insurance;
- C. Limits of Liability available under the Employee Benefit Liability Insurance for future payment of damages; and



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**D. Other related factors.**

The optional Extended Reporting Endorsement does not reinstate or increase the Limits of Liability applicable to any claim to which The Employee Benefits Liability Endorsement applies.

**E. CONFORMITY WITH STATUTE**

Terms of this endorsement which are in conflict with the statute of the state wherein this endorsement is issued are hereby amended to conform to such statutes.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**ENDORSEMENT- ATHLETIC AND SPORTS PARTICIPANT COVERAGE**

Notwithstanding anything to the contrary mentioned in the policy, it is hereby declared that:

1. Exclusion for 'Athletic activities' under Medical Expenses is deleted in its entirety
2. The most we will pay for "bodily Injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that **"you"** sponsor, is As mentioned in the Schedule) and shall form part of the overall General Aggregate limit of indemnity as mentioned in the schedule of the policy.

**For the Purpose of this endorsement following definition is added:**

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**ENDORSEMENT-SOLELY IN RESPECT OF TEMPORARY ACCOMMODATION IN HOTELS, GUEST HOUSES OR SERVICE APARTMENTS RENTED BY THE NAMED INSURED AND OCCUPIED BY EMPLOYEES OF THE NAMED INSURED FOR A PERIOD NOT EXCEEDING 6 MONTHS WHILST TRAVELING ON OFFICIAL WORK THE POLICY WILL COVER LIABILITY FOR DAMAGE TO SUCH PROPERTY**

This insurance extends to indemnify the **insured** in respect of claims for bodily **injury** or **property damage** resulting solely in respect of temporary accommodation in hotels, guest houses or service apartments rented by the Named Insured and occupied by Employees of the Named Insured for a period not exceeding 6 months whilst traveling on official work

Provided this clause does not apply to any damages, loss, cost or expense in connection with any **suit** brought in any country (outside of the Coverage Territory) in which the **insured** is represented by a branch or by any employee that is domiciled in such a country or by any company, firm or individual (including any subsidiary or affiliated or associated company thereof) holding the **insured's** power of attorney in such a country.

**All other terms remains unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**ENDORSEMENT- SEXUAL ABUSE AND MOLESTATION COVER**

Notwithstanding anything to the contrary mentioned in the policy or in any of the endorsements hereon, it is hereby declared that this insurance does not apply to:

- (a) The actual, threatened or alleged sexual abuse, sexual molestation, sexual assault, sexual victimization, physical abuse, physical assault, any resulting mental or emotional injury or any coercion to engage in sexual activities on the part of any employee, assistant, volunteer or member of any facility owned, operated or maintained by the Name Insured; or
- (b) The negligent, employment, investigation, supervision, reporting to the proper authorities or failure to so report or retention of any employees, assistant, volunteer or member of any facility owned, operated or maintained by the Named Insured, whose conduct would be excluded by paragraph 1 above.

This Exclusion shall however not apply to those sums that the "Name of the Insured" becomes legally liable to pay as damages because of bodily injury to students whilst in school Premises on the part of any employee, assistant, volunteer or member of any facility owned, operated or maintained by the Name Insured only subject to a sub limit of INR XXXXXXX Any One Occurrence and in the Aggregate

**All other terms and conditions remain unchanged.**

**BATCH CLAUSE**

It is hereby declared and agreed that the insurance provided under this policy with respect to bodily injury or property damage resulting from the Named Insured's products is modified as follows:

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

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

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**UNDERGROUND SERVICES WARRANTY**

The following warranty is added –

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

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

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**PROMOTIONAL EVENTS EXTENSION**

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to the following:

We will pay damages that the **Insured** becomes legally obligated to pay by reason of liability imposed by law for **bodily injury or property damage** arising out of Promotional Events organized by the Insured.

It is expressly agreed and understood that the cover granted under this endorsement shall apply only if below mentioned warranty is complied with

- Warranted that the **Insured** has complied with all the necessary rules and regulations as required by local and/ or Central Authority in India

It is further note that maximum foot fall not to exceed ..... person(s)

This insurance does not apply to liability arising out of or due to:

- o Any event(s) pertaining to any adventure/extreme sports and /or involving any hazardous activity
- o Performing artists, cast and crew of musical performances and/or theatrical performances and/or stunts
- o Out of usage of pyrotechnics

This extension is sub-limited to INR.....Any One Occurrence and in the Aggregate, which shall form part of the overall Total Aggregate Limit, mentioned in the Schedule of the policy.

Territory/Jurisdiction India Only

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**COVERAGE FOR ALTERATIONS, FIT OUTS AND MINOR CIVIL WORK BY THE INSURED WITHIN THE INSURED PREMISES**

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to the following:

We will pay damages that the Insured becomes legally obligated to pay by reason of liability imposed by law for **bodily injury or property damage** arising out of any alterations, fit outs and minor civil work carried out by the **insured** within the designated premises of the **insured**.

It is agreed and understood that the cover granted under this endorsement shall apply only if below mentioned warranty is complied with -

- Heat Application Warranty.
- Underground Services Warranty.

This insurance does not apply to liability arising out of :

- Any surrounding Property belonging to the Principal and/or their Contractors and/or their Sub-Contractors
- Property being worked upon by the Insured and/or their Contractors and/or their Sub-Contractors
- Employees of the Principal and/or their Contractors and/or their Sub-Contractors
- Vibration or weakening of support.

This extension is sub-limited to INR.....Any One Occurrence and in the Aggregate, which shall form part of the overall Total Aggregate Limit, mentioned in the Schedule of the policy.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**DAMAGE TO PREMISES RENTED TO YOU LIMIT**

Under Limits Of Insurance, the following provision is added.

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit shown in the Schedule is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner if such **property damage** is caused by:

- fire;
- explosion;
- water discharged from a pipe or water system; or impact of a **motor vehicle**

**Exclusions**

Under Exclusions, the following introductory provision is added.

None of the exclusions, except "Contracts," "Expected Or Intended Bodily Injury Or Property Damage" and "Progressions Of Known Bodily Injury Or Property Damage," apply to property damage to premises while rented to you or temporarily occupied by you with permission of the owner.

Damage To Premises Rented To You Limit:



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**UNNAMED VENDOR'S CLAUSE**

Notwithstanding anything to the contrary mentioned in the policy, it is hereby agreed that:

The 'persons insured' provision is amended to include any person or organization designated below (herein referred to as 'vendor') as an insured but only with respect to the distribution or sale in the regular course of the vendor's business of the Named Insured's products designated, below subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to -
  - A. Any express warranty or any distribution or sale for a purpose unauthorized by the Named Insured.
  - B. Bodily injury or property damage arising out of:
    - (I) Any act of the vendor which changes the condition of the products
    - (II) Any failure to maintain the product in merchantable condition
    - (III) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products, or
    - (IV) Products which after distribution or sale by the Named Insured have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the vendor
    - (V) Any fittings and/or manual work additions and alterations of whatsoever nature carried out to the product by the vendor.
  - C. Bodily injury or property damage occurring within the vendor's premises.
2. The insurance does not apply to any person or organization, as insured from whom the Named Insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

**All other terms and conditions remain unchanged.**

**SUBSIDIARY OR NEWLY ACQUIRED OR FORMED ORGANISATIONS - WORLDWIDE**

This Endorsement applies to the following forms:

Under Who Is An Insured, the provision titled Subsidiary Or Newly Acquired Or Formed Organisations is deleted and replaced by the following.

***Who Is An Insured***

<i>Subsidiary Or Newly Acquired Or Formed Organisations - Worldwide</i>	<p>If there is no other insurance available, the following organisations will qualify as named <b>insureds</b>:</p> <p>A. an incorporated or registered subsidiary organisation of the first named <b>insured</b> shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named <b>insured</b> controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation.</p> <p>B. an incorporated or registered subsidiary organisation of the first named <b>insured</b> shown in the Declarations that such first named <b>insured</b> acquires or forms during the policy period, if at the time of loss such first named <b>insured</b> controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for injury or damage that did not occur later than:</p> <ol style="list-style-type: none"><li>1. 30 days after such acquisition or formation is executed; or</li><li>2. the end of the policy period;</li></ol> <p>whichever comes first.</p>

Under Who Is An Insured, paragraph D. of the provision titled Limitations On Who Is An Insured is deleted

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**All other terms and conditions remain unchanged.**

Subsidiary Or Newly Acquired Or Formed Organisations – Worldwide (Except USA / Canada / Puerto Rico)

This Endorsement applies to the following forms:

Under Who Is An Insured, the provision titled Subsidiary Or Newly Acquired Or Formed Organisations is deleted and replaced by the following.

**Who Is An Insured**

Subsidiary Or Newly Acquired Or Formed Organisations – Worldwide (Except USA / Canada / Puerto Rico)	If there is no other insurance available, the following organisations will qualify as named <b>insureds</b> :
	C. an incorporated or registered subsidiary organisation of the first named <b>insured</b> shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named <b>insured</b> controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation.
	D. an incorporated or registered subsidiary organisation of the first named <b>insured</b> shown in the Declarations that such first named <b>insured</b> acquires or forms during the policy period, if at the time of loss such first named <b>insured</b> controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for injury or damage that did not occur later than:
	3. 30 days after such acquisition or formation is executed; or
	4. the end of the policy period;
	whichever comes first.

Under Who Is An Insured, paragraph D. of the provision titled Limitations On Who Is An Insured is deleted and replaced with the following.

Limitations On Who Is An Insured	D. No person or organisation is an <b>insured</b> with respect to the conduct of any organisation:
	1. that is incorporated or registered in the <b>United States</b> , Canada or Puerto Rico; or
	2. if, at the time of loss, the securities of such organisation are, in whole or in part, listed or quoted on any investment or stock exchange in the <b>United States</b> , Canada or Puerto Rico

Under Definitions, the following definition is added.

<b>Definitions</b>	
United States	<b>United States</b> means the United States of America (including its possessions and territories).

**All other terms and conditions remain unchanged.**



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**NON CANCELLATION CLAUSE**

This Endorsement applies to the following forms:

**Conditions**

The following provisions are added to this policy, superceding any contrary provision, except as specified in paragraph B. below.

Cancellation	<p>It is hereby agreed and understood that the Condition, Cancellation , under this policy, is deleted in its entirety and replaced as below;</p> <p>Without prejudice to the rights and remedies at law of each party, this policy shall terminate at the earliest of the following times:</p> <p>a) upon expiration of the <b>Policy Period</b> as set forth in the Schedule of this policy; or</p> <p>b) at such other time by the <b>Insured</b> giving written notice of cancellation to us, in which case we will retain premium at the customary short period rate for the time this Policy has been in force.</p> <p>The Company shall not terminate the policy except in case of non-payment of premium, in which case the policy will be cancelled ab-inito.</p> <p>The Company shall have no obligation to renew this policy upon its expiration or termination.</p>
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Table of Short Period Scale	
Period of Risk (Not exceeding)	Refund of Annual Premium Rate (%)
15 days	10% of the Annual rate
1 month	25% of the Annual rate
2 months	35% of the Annual rate
3 months	50% of the Annual rate
4 months	60% of the Annual rate
6 months	75% of the Annual rate
8 months	85% of the Annual rate
For a period exceeding 8 months	The full Annual rate.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**ADVERTISING/ NEON SIGNS ENDORSEMENT**

**Endorsement:** The following provision is added to this policy.

**Advertising/ Neon Signs Coverage:** It is hereby declared and agreed that this Policy is extended to cover the **Insured's** legal liability arising out of, in connection with or in any way related to the accidents caused by or through the advertising/neon signs of the **Insured** and located upon or about the premises.

Warranted that the **Insured** shall comply with all statutory enactments by-laws and regulations and shall at all times ensure that the advertising/neon signs are kept in a proper state of repair. If there is any defects discovered, the **Insured** shall forthwith cause such defect to be made good and prevention of accident as the circumstances may require and no alteration in the position of the neon/ advertising signs shall be made without the consent of the Company so far as is reasonably practicable no alteration or repair shall be made without the consent to the Company.

Subject otherwise to the terms and conditions of this Policy.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**Operation of Golf Carts Extension**

This Endorsement applies to the following forms:

**Operation of Golf Carts Extension:** Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to the following:

We will pay damages that the **Insured** becomes legally obligated to pay by reason of liability imposed by law for **bodily injury or property damage** arising due to operation of Golf Carts within the designated premises of the **Insured**

It is agreed and understood that the cover granted under this endorsement shall apply only if below mentioned warranties are complied with -

- Warranted that the Golf Carts are kept in state of good repair and maintained regularly.
- Warranted that Golf Carts should be operated only by trained and competent staff at all times.
- Warranted that the **Insured** has complied with all the necessary rules and regulations as required by local and/ or Central Authority in India.

This extension is sub-limited to INR.....Any One Occurrence and in the Aggregate, which shall form part of the overall Total Aggregate Limit, mentioned in the Schedule of the policy.

**All other terms and conditions remain unchanged.**

**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**ENDORSEMENT - AUTO ACQUISITION OF SUBSIDIARIES- XX% (NON USA/CANADA)**

Under Who is an Insured, Subsidiary Or Newly Acquired Or Formed Organisation , is deleted in it's entirety and replaced with the below :

If there is no other insurance available, the following organisations will qualify as named **insureds**:

- A. A subsidiary organisation of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of **loss**, such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation.
- B. A subsidiary organisation of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of **loss** such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation.

However, if such acquired or created organisation:

- (a) has total consolidated revenues of more than twenty five percent (25%) of the total consolidated revenues of the **Insured**, as reflected in the most recent audited, consolidated financial statements of such organisation and the Organisation and, in the case of such acquisition, the acquired organisation;
- (b) is located, incorporated, domiciled or operates in or has securities listed on any exchange in the **U.S.A/Canada** the **Insured** shall give written notice of such acquisition or creation to the Company as soon as practicable, together with such information as the Company may require, and shall pay any reasonable additional premium required by the Company. Coverage for any such acquired organisation or new Subsidiary and the Insured Persons in relation thereto shall be subject to such additional or different limitations, conditions, provisions or other terms as the Company, in its sole discretion, may require.

Subject otherwise to the terms, conditions and exclusions of this Policy



**COMMERCIAL GENERAL LIABILITY PLUS POLICY**

**Primary and Non -Contributory Clause**

**Primary and Non - Contributory Clause:** It is hereby noted and agreed that **Conditions - Other Insurance** is deleted in its entirety and replaced as follows:

If any **Loss** under this policy is **insured** under any other insurance policy then this policy shall cover such **Loss**, subject to its deductibles and terms and conditions, on a primary and non contributory basis and such other policy shall be excess of the amount of payment under this policy.

*Non Accumulation Of Limits Of Insurance*

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



COMMERCIAL GENERAL LIABILITY PLUS POLICY

ENDORSEMENT – Mid-Term Limit Enhancement

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

**ENDORSEMENT – MID-TERM LIMIT ENHANCEMENT:** Notwithstanding anything to the contrary contained in the policy, it is hereby declared and agreed that at the request of the Insured, below endorsement amended in the policy.

**AMENDMENT OF LIMIT OF LIABILITY (WITH ADVANCED RETROACTIVE DATE AND DEDUCTIBLE FOR INCREASED LIMITS)**

In consideration of the payment of an Additional Premium of INR XXXXXX it is hereby understood and agreed that The limit of liability of the policy has been increased from INR XXXXXX (old limit) to INR XXXXXX (revised limit) with effect from mmm dd, yyyy.

The Retroactive Date and Deductible Pertaining to the difference in the Limits shall be:

Retroactive Date	Limits of Insurance	Deductible
mmm yy, dddd (Existing details)	INR XXXXXX	INR 100,000 for each & every claim
mmm yy, dddd (Revised details)	INR XXXXXX	INR 100,000 for each & every claim

Subject to no known or reported claims or circumstances which may give rise to claim as at mmm dd yyyy (Endorsement effective date)

**All other terms and conditions remain unchanged.**