



IFFCO - TOKIO GENERAL INSURANCE CO. LTD.

Comprehensive General Liability Insurance Non Binding Indication of Terms

IFFCO – TOKIO General insurance (ITGI) is a joint venture between Indian Farmers Fertilizer Co-operative (IFFCO) , Indian Potash Ltd. And Tokio Marine and Nichido Fire Group

Among the prominent private insurance companies with **8.56%** market share amongst private and stand alone health insurers

Pan India presence with 69 Strategic Business Units and 8 Claims Servicing Centers

Specialty Product Basket – Public Liability, Product Liability, Commercial General Liability, Director’s & Officer’s Liability Insurance, Error & Omission (Technology and Non Technology), Trade Credit Insurance – Domestic and Exports, Fine Arts – Private Collectors and Dealer

Underwriting Principles

- Provide best risk management solution
- Offer competitive and viable price
- Cultivate long term relationships

Indication of Terms – Comprehensive General Liability

Item 1	Insured	Bulk Liner Logistics (P) Ltd.	
	Address	45/163, Karoil Lane, Thammanam PO, Kochi – 682032.	
Item 2	Business Description	Manufacturing of Flexi Tanks, Jumbo Bags, IBC Bags, Container liner and Heater Pad	
Item 3	Certificate Period	14.07.2020 – 13.07.2021	
Item 4	Co Insurance Details	NA	
Item 5	Limit of Liability	Cover	
		a) Limit of Liability	INR 375,000,000 per occurrence and in the aggregate
		b) General Aggregate sub-limit	Policy Limit
		c) Product & Completed operations sub-limit	Policy Limit
		d) Personal & Advertising Injury sub-limit	Policy Limit
e) Medical Expenses sub-limit	INR 100,000 per person		
Item 6	Deductibles	Cover	Deductibles (Not applicable for medical claims)
		Premises and associated risk	INR 100,000 each and every loss
		Product and associated risk	INR 200,000 each and every loss (India) INR 400,000 each and every loss (ROW)
		Product Recall Expenses	INR 800,000 each and every loss
Item 7	Territorial Limits	Premises and associated risk - India Product and associated risk – Worldwide including US/Canada	
Item 8	Jurisdiction	Worldwide including US/Canada	
Item 9	Turnover Details	Domestic	INR 25 Crores
		USA/Canada	
		OECD	
		Non-OECD	
Item 10	Policy Type	Claims Made – Right to Defend	
Item 11	Retroactive Date	14 th July 2020	
Item 12	Premium	INR 430,000 + GST	
Item 13	Other Terms and conditions	<ul style="list-style-type: none"> a) Defense costs within the limit of liability b) Designated Premises Endorsement <ul style="list-style-type: none"> - 45/163, Karoil Lane, Thammanam PO, Kochi – 682032. - Building No. 376/XII, Survey NO. 392/7A, 328/9A, 328/9B, Panayikulam P.O. Alangad, Aluva-683511, Ernakulam Dist, Kerala. c) Designated Product Endorsement – Flexi Tanks, Jumbo Bags, IBC Bags, Container liner and Heater Pad d) Fire Damage - INR 10 lacs per occurrence e) AOG Perils f) Travel of executives (worldwide) for non-manual work g) Lift Liability Extension h) Cross Liability i) 72 hours sudden and accidental Pollution Extension. Territory & Jurisdiction – 	

		<p>Worldwide Excluding USA/Canada which is applicable for designated products</p> <p>j) Non - owned & hired Auto Liability extension – cover to operate in excess of mandatory / statutory limits as per law.If there is no mandatory policy,excess for these claims shall be INR 5 crores for each and every loss.</p> <p>k) Terrorism Legal Liability – Sub limited to INR 50,000,000 – India only</p> <p>l) Care, custody and control – sub limited to INR 5,000,000</p> <p>m) Additional insured – wherever required by written contract</p> <p>n) Food and Beverage Extension</p> <p>o) Transportation Extension</p> <p>p) Unnamed vendor Extension</p> <p>q) Batch clause and claims series clause</p> <p>r) Tenants Legal Liability Extension – Sub limited to INR 10,000,000</p> <p>s) Product Recall Expenses Extension - INR 10,000,000</p> <p>t) Technical Collaborators Extension</p> <p>All Other terms & conditions as per Policy Wordings attached.</p>
Item 14	Exclusions	<ul style="list-style-type: none"> * Professional Liability * Product Efficacy / Product Guarantee / Financial Loss * Directors & Officers Exclusion * IT clarification clause * Aqua Sports, Hazardous Sports * Prior / pending litigation * Products Manufactures/Formulated in US/Canada * Manufacturing/Formulation activities in US/Canada * Auto inclusion of New products/New subsidiaries. * Offshore liability * Any product for the final intended use in railways ,aviation and defense systems * Pandemics/Epidemics as declared by WHO and / or Government of India.
Item 15	<u>Subjectivity</u>	<ul style="list-style-type: none"> • Nil claims in the past • Validity – 30 days from 26.06.2020

Comprehensive General Liability - Policy Wordings

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

Throughout this Policy, the words You/ Your refer to the named Insured shown in the Schedule, and any other person or organization qualifying as Insured under this Policy. The words We/Us/Our refer to IFFCO-TOKIO General Insurance Co. Ltd. The word Insured means any person or organization qualifying as such under Section II - Who Is an Insured. Other words and phrases that appear in bold type have special meaning. Refer to Section V - Definitions.

Whereas You have made to Us a Proposal, which is hereby agreed to be the basis of this Policy and have paid to Us the premium specified in the Schedule,

NOW We agree, subject always to the following terms, exclusions, limitations and conditions to indemnify You, subject to the Limit of Indemnity, against such loss as is herein provided.

This Policy provides Claims Made coverage. Except as otherwise provided, such coverage applies only to claims first made against the Insured during the Policy Period.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- A. We will pay those sums that the Insured becomes legally liable to pay as damages because of bodily injury or property damage to which this insurance applies. We will have the right 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 event and settle any claim or suit that may result. But:

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

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

- B. This insurance applies to bodily injury and property damage only if:

- (1) The bodily injury or property damage is caused by an event that takes place in the coverage territory;
- (2) The bodily injury or property damage is reported during the Policy Period; and
- (3) Any claim or suit is made or brought in the coverage territory specified in the Schedule.

- C. This Insurance covers damages because of bodily injury including damages claimed by any person or organization for care, loss of services or death resulting at any time from the bodily injury.

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

d. Workers' Compensation and similar Laws

Any liability of the Insured under a workmen's compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

Bodily injury to:

- (1) An employee of the Insured arising out of and in the course of:
 - (a) Employment by the Insured; or
 - (b) Performing duties related to the conduct of the Insured's business; or

- (2) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (1) above. This exclusion applies:
- (i) Whether the Insured may be liable as an employer or in any other capacity; and
 - (ii) To any liability to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply to liability assumed by the Insured under an insured contract.

f. Pollution

- (1) Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured. However, this subparagraph does not apply to:
 - (i) Bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
 - (ii) Bodily injury or property damage for which You may be held liable, if You are a contractor and the owner or lessee of such premises, site or location has been added to Your Policy as an additional Insured with respect to Your ongoing operations performed for that additional Insured at that premises, site or location and such premises, site or location is not or never was owned or occupied by, or rented or loaned to any Insured, other than that additional Insured; or
 - (iii) Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire;
 - (b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom You may be legally responsible; or
 - (d) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such Insured, contractor or subcontractor;
 - (ii) Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by You or on Your behalf by a contractor or subcontractor; or
 - (iii) Bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire.

- (e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

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

g. Aircraft, Auto or Watercraft

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

h. Mobile Equipment

Bodily injury or property damage arising out of:

- (1) The transportation of mobile equipment by an auto owned or operated by or rented or loaned to any Insured; or
- (2) The use of mobile equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

Bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, terrorism, military or usurped power, rebellion or revolution.

j. Damage To Property

Property damage to:

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

- (5) That particular part of real property on which You or any contractors or subcontractors working directly or indirectly on Your behalf are performing operations, if the property damage arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because Your work was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are Your work and were never occupied, rented or held for rental by You. Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

k. Damage To Your product

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

l. Damage To Your work

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

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

m. Damage to Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by You or others for the loss of use, withdrawal, recall, inspection, repair, replacement,

adjustment, removal or disposal of:

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

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

o. Employment-Related Practices

Bodily injury to:

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

This exclusion applies:

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

p. Personal and advertising injury

Bodily injury arising out of personal and advertising injury

q. Asbestos

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

r. Nuclear

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

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

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally liable to pay as damages because of personal and advertising injury to which this insurance applies. We will have the right to defend the Insured against any suit seeking those damages. However, We will have no duty to defend the Insured against any suit seeking damages for personal and advertising injury to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or suit that may result. But:
 - (1) The amount We will pay for damages is limited as described in Section III - Limits Of Insurance and the Schedule.
 - (2) Our right to defend will end when We have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

- (3) Our right to defend applies only in those countries in the coverage territory where the laws of the territory permit Us to defend. In those countries in the coverage territory where the laws of the territory do not permit Us to defend, We will reimburse You for Your defence costs, subject to Our prior authorization in writing.

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

- b. This insurance applies to personal and advertising injury caused by an offence arising out of Your business, but only if the offence was committed in the coverage territory and reported during the Period of Insurance. Any claim or suit must be made or brought in the coverage territory specified in the Schedule.

2. Exclusions

This insurance does not apply to:

a. Personal and advertising injury:

- (1) Caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury;
- (2) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the Period of Insurance;
- (4) Arising out of a criminal act committed by or at the direction of any Insured;
- (5) For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement;
- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in Your advertisement;
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in Your advertisement;
- (8) Arising out of the wrong description of the price of goods, products or services stated in Your advertisement;
- (9) Committed by an Insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of personal and advertising injury under the Definitions Section;
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time;
- (11) Arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the Insured to

indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust; or

(12) Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, terrorism, military or usurped power, rebellion or revolution.

(13) And:

A. To a person arising out of any:

- (i) Refusal to employ that person;
- (ii) Termination of that person's employment; or
- (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

B. The spouse, child, parent, brother or sister of that person as a consequence of bodily injury to that person at whom any of the employment related practices describe in paragraphs (i), (ii) or (iii) above is directed.

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

b. Any loss, cost or expense arising out of any:

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

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

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

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

provided that:

- (1) The accident takes place in the coverage territory and is reported during the Period of Insurance;
- (2) The expenses are incurred and reported to Us within thirty days of the date of the accident; and
- (3) The injured person submits to examination, at Our expense, by physicians of Our choice as often as We reasonably require

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

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for bodily injury:

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

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim We investigate or settle or any suit against an Insured We defend:
 - a. All expenses We incur.
 - b. INR equivalent of USD\$ 250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds upto INR equivalent of USD\$ 250 to release attachments. We do not have furnish these bonds.
 - d. All reasonable expenses incurred by the Insured at Our request to assist Us in the investigation or defence of the claim or suit.
 - e. All costs assessed or taxed against the Insured in the suit.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before We have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance.

2. If We defend an Insured against a suit and an indemnitee of the Insured is also named as a party to the suit, We will defend that indemnitee if all of the following conditions are met:
 - a. The suit against the indemnitee seeks damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an insured contract;
 - b. This insurance applies to such liability assumed by the Insured;
 - c. The obligation to defend, or the cost of the defense of that indemnitee, has also been assumed by the Insured in the same insured contract;
 - d. The allegations in the suit and the information We know about the event are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

- e. The indemnitee and the Insured ask Us to conduct and control the defence of that indemnitee against such suit and agree that We can assign the same counsel to defend the Insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Co-operate with Us in the investigation, settlement or defence of the suit;
 - (b) Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the suit;
 - (c) Notify any other Insurer whose coverage is available to the indemnitee; and
 - (d) Co-operate with Us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides Us with written authorization to:
 - (a) Obtain records and other information related to the suit; and
 - (b) Conduct and control the defence of the indemnitee in such suit.

So long as the above conditions are met, legal fees incurred by Us in the defence of that indemnitee, necessary litigation expenses incurred by Us and necessary litigation expenses incurred by the indemnitee at Our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Section I - Coverage A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for bodily injury and property damage and will reduce the limits of insurance.

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

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

SECTION II- WHO IS AN INSURED

- 1. If You are designated in the Declarations as:
 - a. An individual, You and Your spouse are Insureds, but only with respect to the conduct of a business of which You are the sole owner.
 - b. A partnership or joint venture, You are an Insured. Your members, Your partners, and their spouses are also Insureds, but only with respect to the conduct of Your business.
 - c. An organization other than a partnership, or a joint venture You are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as Your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders, with respect to the conduct of Your business.
- 2. Each of the following is also an Insured:

- a. Your employees, other than either Your executive officers (if You are an organization other than a partnership, or joint venture), but only for acts within the scope of their employment by You or while performing duties related to the conduct of Your business. However, none of these employees is an Insured for:
- (1) Bodily injury or personal and advertising injury:
 - (a) To You, to Your partners or members (if You are a partnership or joint venture), or to a co-employee while that co-employee is either in the course of his or her employment or while performing duties related to the conduct of Your business;
 - (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any liability to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) Property damage to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by You, any of Your employees, any partner or member (if You are a partnership or joint venture), or any member b. Any person (other than Your employee) or any organization while acting as Your real estate manager.
 - (c) Any person or organization having proper temporary custody of Your property if You die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until Your legal representative has been appointed.
 - (d) Your legal representative if You die, but only with respect to duties as such. That representative will have all Your rights and duties under this Coverage Part.
 - (3) With respect to mobile equipment registered in Your name under any motor vehicle registration law, any person is an Insured while driving such equipment along a public highway with Your permission. Any other person or organization responsible for the conduct of such person is also an Insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an Insured with respect to:
 - a. Bodily injury to a co-employee of the person driving the equipment; or
 - b. Property damage to property owned by, rented to, in the charge of or occupied by You or the employer of any person who is an Insured under this provision.
 - (4) Any organization You newly acquire or form, other than a partnership, or joint venture, and over which You maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after You acquire or form the organization or the end of the Policy period, whichever is earlier;
 - b. Coverage A does not apply to bodily injury or property damage that occurred before You acquired or formed the organization; and

- c. Coverage B does not apply to personal and advertising injury arising out of an offence committed before You acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

1. Any One Event (AOE) Limit The Any One Event Limit as shown in the Schedule is the maximum We will pay for the sum of damages under any Coverage Section because of all bodily injury and property damage arising out of any one event.
2. Any One Year (AOY) Limit The Any One Year Limit as shown in the Schedule is the maximum We will pay during the Policy Period regardless of the number of: a. Insureds; b. Claims made or suits brought; or c. Persons or organizations making claims or bringing suits. This shall include any sub-limits as shown in the Schedule.
3. Subject to the AOE and AOY limits in the Schedule, the General Aggregate Limit is the maximum We will pay for the sum of Damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
4. Subject to the AOE and AOY limits in the Schedule, the Products-Completed Operations Limit is the maximum We will pay under Coverage A for damages because of bodily injury and property damage included in the products-completed operations hazard.
5. The Personal and Advertising Injury Limit as shown in the Schedule is the maximum We will pay under Coverage B for the sum of all damages because of all personal and advertising injury sustained by any one person or organization.
6. The Medical Expense Limit is the maximum We will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person.

SECTION IV - COMPREHENSIVE GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve Us of Our obligations under this Coverage Part.

2. Duties In The Event Of Accident, Offence, Claim Or Suit

- a. You must see to it that We are notified as soon as practicable of an event or offence which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the event or offence took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the event or offence. Notice of an event or offence is not notice of a claim.
- b. If a claim is received by any Insured, You must:
 - (1) Immediately record the specifics of the claim and the date received; and

(2) Notify Us as soon as practicable.

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

c. You and any other involved Insured must:

(1) Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the claim or a suit;

(2) Authorize Us to obtain records and other information;

(3) Co-operate with Us in the investigation or settlement of the claim or defence against the suit; and

(4) Assist Us, upon Our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without Our consent in writing.

3. Legal Action Against Us

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

a. To join Us as a party or otherwise bring Us into a suit asking for damages from an Insured; or

b. To sue Us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Contribution

If at the time of happening of any event resulting into a liability covered by this Policy, there shall be existing any other Liability Insurance of any nature covering the same liability, whether effected by You or not, then We will pay only rateable proportion of claim.

5. Representations

By accepting this Policy, You agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations You made to Us; and c. We have issued this Policy in reliance upon Your representations.

6. Transfer Of Rights Of Recovery Against Others To Us

If the Insured has rights to recover all or part of any payment We have made under this Coverage Part, those rights are transferred to Us. The Insured must do nothing after loss to impair them. At Our request, the Insured will bring suit or transfer those rights to Us and help Us enforce them.

7. Cancellation

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

8. Changes

This Policy contains all the agreements between You and Us concerning the insurance afforded. This Policy's terms can be amended or waived only by Endorsement issued by Us and made a part of this Policy. The Endorsements shall only be considered if requested by the Insured as mentioned in the Schedule.

9. Examination of Your Books and Records

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

10. Premiums

The Insured shown in the Declarations:

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

11. Transfer of Your Rights and Duties Under This Policy

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

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

12. Governing Law

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

13. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is understood, however, that the Insured shall have the right at all times during currency of the Policy to communicate only with the leading or issuing office in all matters pertaining to this insurance.

14. Protection of Policy Holder's Interest

In the event of a claim, if the same is found admissible under the Policy, We shall make an offer of settlement or convey the rejection of the claim within 30 days of receipt of all relevant documents and Investigation/ Assessment Report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7 days of Your acceptance of Our offer. In case of delay in payment, We shall be liable to pay interest at a rate which is 2.0% (two percent) above the Bank rate prevalent at the beginning of financial year in which the claim is received by Us.

SECTION V - DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about Your goods, products or services for the purpose of attracting customers or supporters.
2. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But auto does not include mobile equipment.
3. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **Coverage territory** means the territory as described in the Schedule, where Insured's operation on Event can take place.
5. **Employee** includes a leased worker. Employee does not include a temporary worker.
6. **Executive officer** means a person holding any of the officer positions created by Your charter, constitution, by-laws or any other similar governing document.
7. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
8. **Impaired property** means tangible property, other than Your product or Your work, that cannot be used or is less useful because:
 - a. It incorporates Your product or Your work that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of Your product or Your work; or
 - b. Your fulfilling the terms of the contract or agreement.
9. **Insured contract** means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to You or temporarily occupied by You with permission of the owner is not an insured contract;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to Your business (including an indemnification of a municipality in connection with work performed for a municipality) under which You assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. **Leased worker** means a person leased to You by a labor-leasing firm under an agreement between You and the labor-leasing firm, to perform duties related to the conduct of Your business. Leased worker does not include a temporary worker.
11. **Loading or unloading** means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or auto;
 - b. While it is in or on an aircraft, watercraft or auto; or
 - c. While it is being moved from an aircraft, watercraft or auto to the place where it is finally delivered;

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

12. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

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

- f. Vehicles not described in a., b. c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. **Event** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. **Personal and advertising injury** means injury, including consequential bodily injury, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy;
- f. The use of another's advertising idea in Your advertisement; or
- g. Infringing upon another's copyright, trade dress or slogan in Your advertisement.

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

16. **Products-completed operations** hazard:

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

(1) Products that are still in Your physical possession; or

(2) Work that has not yet been completed or abandoned. However, Your work will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in Your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if Your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- b. Does not include bodily injury or property damage arising out of:
 - (1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by You, and that condition was created by the loading or unloading of that vehicle by any Insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. Property damage means:

- a. Physical injury to tangible property, including that resulting in loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the event that caused it.
18. **Suit** means a civil proceeding in which damages because of bodily injury, property damage or personal and advertising injury to which this insurance applies are alleged. Suit includes any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with Our consent.
19. **Temporary worker** means a person who is furnished to You to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.
20. **Terrorism** means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization (s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

21. Your product means:

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

Your product includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of Your product; and

- b. The providing of or failure to provide warnings or instructions.

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

22. Your work means:

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

Your work includes:

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

23. Schedule

It means the latest Schedule issued by Us as part of Your Policy. It provides details of Your Policy coverage including limits of liabilities covered which are in force and the period of cover You have against the liabilities described.

24. Policy Period

It means the period commencing from the effective date and hour and terminating at midnight on the expiry date as shown in the Schedule.

25. Period of Insurance

It means the period commencing from the Retroactive Date and terminating on the expiry date as shown in the Schedule.

26. Retroactive Date

It means the date when the risk is incepted under a Claims Made Policy and thereafter renewed without break in the period of cover. This is as shown in the Schedule.

PRODUCT RECALL EXTENSION

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that w.e.f. inception, Product Recall Expenses stand covered under the policy

Product Recall Expense – 1st Party

We will pay you for the covered Product Recall Expense you incur arising out of a Covered Incident, in excess of the applicable Deductible. The earliest of the initial oral or written publication or initial notice to us of the Covered Incident must take place during the Policy Period, and the Covered Incident must take place in the Coverage Territory. The amount we will pay is limited as described in Item 5 – Limit of Liability. This limit is available as a sub limit of the overall limit mentioned in Item 5 and not as a separate limit.

Product Recall Expense – 3rd Party

We will pay those sums that you become legally obligated to pay as Product Recall Expense arising out of a Covered Incident to which this insurance applies, subject to any applicable Deductible. We will have the right to defend any suit seeking those damages. However, we will have no right to defend you against any suit seeking damages which does not arise out of Covered Incident. We may at our discretion investigate any Covered Incident and settle any claim or suit that may result. But:

The amount we will pay for damages is limited as described in Item 5 – Limit of Liability; and, Our right to defend end when we have used up the applicable limit of insurance in the payment of Defense Costs, judgments or settlements under this coverage. This insurance applies to compensatory damages caused by a Covered Incident if the earliest of the initial oral or written publication or initial notice to us of the Covered Incident takes place during the Policy Period, and the Covered Incident takes place in the Coverage Territory. This limit is available as a sub limit of the overall limit mentioned in Item 5 and not as a separate limit.

EXCLUSIONS

We will not pay for Product Recall Expense :

- A. Arising out of a decrease in product sales realized subsequent to the announcement of the Covered Incident.
- B. Arising out of a recall of any product of a competitor similar to Your Product.
- C. For the cost or expense to recalibrate or retool or to design or redesign any product.
- D. Arising out of an intentional act or omission that you knew or should have known could reasonably lead to a Covered Incident.
- E. Arising out of the natural deterioration, decomposition or transformation of chemical structure except as a result of error or omission in the manufacture of Your Products.
- F. Arising from your dishonest, willful, wanton, fraudulent, criminal or malicious act, error or omission.
- G. Arising out of the failure of Your Product(s) to accomplish its intended purpose, unless the use or consumption of Your Product(s) or any property of which such goods or products form a part has resulted in Bodily Injury or Property Damage, or objectively poses actual and imminent danger of resulting in Bodily Injury or Property Damage.
- H. Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency, unless the use or consumption of Your Product(s) or any property of which such goods or products form a part has resulted in Bodily Injury or Property Damage, or objectively poses actual and imminent danger of resulting in Bodily Injury or Property Damage.
- I. 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.
- J. Arising out of any pre-existing condition or situation that you knew or should have known prior to the initial attachment of coverage under this Policy or any predecessor policy issued by us, could cause a Covered Incident.
- K. Based on the sale of Your Product(s) in any jurisdiction after you knew or should have known that Your Product(s) had been banned or declared unsafe by the governmental authority of that jurisdiction.
- L. Arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of Pollutants.
- M. 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 you may have 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.
- N. Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any form or products containing lead or leaded materials.
- O. Representing fines or penalties assessed by any governmental agency, punitive or exemplary damages, or the multiplied portion of multiplied damages.
- P. Arising out of Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or resulting from any act or condition incident to any of the foregoing; or
- Q. Arising out of War, whether or not declared, or any act or condition incident to war. War includes, but is not limited to, civil war, insurrection, rebellion, revolution, invasion, coup d'etat, ethnic conflict, riot, civil commotion or terrorism.
- R. For any Bodily Injury or Property Damage.

Consequent upon inclusion of Product Recall Expenses extension, below additions are made to Section III – Limits of Insurance:

The most we will pay for Product Recall Expense in excess of the Deductible, as a result of any one Covered Incident is the applicable "Product Recall Expense Each Covered Incident Limit" shown in Item 5. All Product Recall Expense resulting from the same omission or error will be considered as arising out of one Covered Incident.

DEDUCTIBLE

You will be responsible for the Deductible amount shown in Item 6 of the Policy Schedule.

We will only pay for loss for any one Covered Incident if the amount of Product Recall Expense exceeds the Deductible and then only up to the applicable limits of insurance. The applicable limits of insurance shall apply in excess of the Deductible

Consequent upon inclusion of Product Recall Expenses extension, below additions are made to Section V Definitions:

DEFINITIONS

A. Claim means a written demand received by you seeking a remedy and alleging liability or responsibility on your part for compensatory damages arising out of a Covered incident.

B. Covered incident means the recall, removal, recovery of possession or control, or disposal of Your Product(s) or any property of which such goods or products form a part, from a distributor, purchaser, or user of Your Product(s) because the use or consumption of Your Product(s) or any property of which such goods or products form a part has resulted in Bodily Injury or Property Damage, or objectively poses actual and imminent danger of resulting in Bodily injury or Property Damage.

C. Defense Costs means all fees for service of process and court costs and court expenses; pre- and post-judgment interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or Suit against the insured, or to the protection and perfection of the insured's recovery rights or our right to be subrogated to them. Defense Costs shall not include either our or your general overhead, the salary and employee benefits of any of our or your employees, nor the fees of any attorney who is our or your employee or under our permanent retainer. Defense Costs will be included in the Deductible.

D. Deductible means a specific amount as shown in Item 6 of the Policy Schedule that must be deducted by us from a loss when this policy responds to a Covered Incident.

E. Policy Period means the period set forth in Item 3 of the Declarations, or any shorter period arising as a result of cancellation of this Policy.

F. Product Recall Expense means the reasonable and necessary costs and expenses you incur or incurred by others during the 36 month period commencing on the day of initial notice to us by the Insured about the occurrence of Covered Incident arising out of the recall of any product that incorporates Your Product, if such costs are incurred exclusively for the recall, recovery, withdrawal, disposal or destruction 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 and Internet announcements and printed advertisements;
2. The cost of returning Your Product(s) from any purchaser, distributor or user except for your affiliated, subsidiary, and associated manufacturing companies as now exist or may hereafter exist including any handling charges to the place or places you designate;
3. The actual cost of disposal of the products less any salvage or scrap value recovery;
4. The extra expense to rent additional warehouse or storage space;
5. (a) 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;
(b) Remuneration paid to your regular employees, other than salaried employees, at basic rates of salary or wage for necessary straight time or overtime; and
(c) Expenses incurred by employees, including transportation and accommodations, for 1., for 2., and 3. above;
6. The actual cost to redistribute Your Product that is recalled and restored or the cost of the distribution of a replacement product; and

Consequent upon inclusion of Product Recall Expenses extension, below additions are made to Section IV Conditions

A. DUE DILIGENCE

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

We may not be able to pay claims if you do not fulfil the aforementioned conditions.

B. SEVERABILITY. CONSTRUCTION AND CONFORMANCE TO STATUTE

If any provision contained in this Policy 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 Policy. If any provision contained in this Policy 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.

C. COOPERATION

You shall cooperate with us and offer all reasonable assistance in the investigation of Covered Incidents and Product Recall Expense. We may require you to submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, we may require written statements or your attendance at meetings with us. You must assist us in effecting settlement, securing and providing evidence, and obtaining the attendance of witnesses. We may not be able to pay claims if you do not fulfil the aforementioned conditions. .

D. VOLUNTARY PAYMENTS

You shall not voluntarily enter into any settlement, or make any payment or assume any obligation unless in response to an emergency, without our consent, which shall not be unreasonably withheld, except at your own cost.

E. CONCEALMENT OR FRAUD

This entire Policy shall be void if, whether before or after a Covered Incident occurs or a Claim is first made, you have willfully concealed or misrepresented any fact or circumstance material to the granting of coverage under this Policy.

F. CANCELLATION

This Policy may be canceled by you by surrender thereof to us or any of our authorized agents or by mailing to us at the address shown in the Policy, written-notice stating when not less than 30 days thereafter the cancellation shall be effective. We may cancel this Policy by mailing to you at the address shown in the Policy, written notice stating when not less than 30 days (10 days for nonpayment of premium) thereafter the cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice either by you or by us shall be equivalent to mailing. If you cancel, earned premium shall be computed in accordance with the customary short rate table and procedure. If we cancel, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
