

COMBINED GENERAL LIABILITY POLICY

In consideration of the payment to RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED (hereafter called "the Company") of the amounts payable for this insurance the Company will indemnify the Insured up to the Limit of Liability subject to the terms and conditions of this Policy and the Insured's statements in the Proposal Form which is incorporated into the Policy and is the basis of it.

1. COVERAGE

1.1. LIABILITY

The Company will pay to or on behalf of the Insured all sums which the Insured becomes legally liable to pay by way of compensation and all costs awarded against the Insured in respect of Personal Injury or Property Damage or Advertising Liability happening during the Period of Insurance caused by an Occurrence within the Territorial Limits in connection with the Business of the Insured.

1.2. DEFENCE COSTS AND EXPENSES

With respect to the indemnity afforded by this Policy, the Company will:

- 1.2.1. defend in the name of and on behalf of the Insured any suit against the Insured alleging such Personal Injury, Property Damage or Advertising Liability and seeking damages on account thereof even if such suit is groundless, false or fraudulent, and the Company may make such investigation, negotiation and settlement of any claim or suit as the Company may deem expedient;
- 1.2.2. pay all expenses incurred by the Company, all costs taxed or awarded against the Insured in any suit and all interest accruing after entry of judgment until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability as specified in the Schedule;
- 1.2.3. reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred with the consent of the Company;

Provided that:

- (i) the Company shall not be obliged to pay any claim or judgment or to defend any suit after the Limit of Liability has been exhausted by payment of judgments or settlements or the costs of investigating or defending a claim;
- (ii) if a payment exceeding the Limit of Liability has to be made to dispose of a claim, the Company's liability to pay any defence costs and expenses in connection therewith shall be limited to such proportion of the defence costs and expenses as the Limit of Liability bears to the amount needed to be paid to dispose of the claim.

The amounts thus incurred, except payments in settlement of claims, suits and all costs awarded against the Insured, are payable by the Company in addition to the Limit of Liability specified in the Schedule.

2. LIMIT OF LIABILITY

2.1. The maximum liability of the Company in respect of any claim or any series of claims for **Personal Injury** and/or Property Damage and/or Advertising Liability caused by or arising out of one Occurrence will not exceed the Limit of Liability specified in the Schedule. All Personal Injury and Property Damage and Advertising Liability arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.

2.2. The total aggregate liability of the Company during any one Period of Insurance for all claims arising out of the Insured's Products shall not exceed the Limit of Liability specified in the Schedule.

3. DEDUCTIBLE

When specified in the Schedule, each Occurrence arising under this Policy is subject to the deductible shown and such deductible is to apply to defence costs and expenses. If more than one deductible is payable under this Policy for any claim, or series of claims arising from the one event:

- the Insured must pay the highest deductible, but
- only one deductible applies.

4. EXCLUSIONS

This Policy does not cover liability in respect of:

4.1. EMPLOYMENT LIABILITY

- 4.1.1. Personal Injury to any employees of the Insured arising directly or indirectly out of or in the course of their employment in the Business of the Insured;
- 4.1.2. any liability the Insured may have in respect of Personal Injury sustained to any person who is, pursuant to any legislation relating to Workers' Compensation, deemed or defined to be an employee of the Insured;
- 4.1.3. any liability in respect of which the Insured is entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to Workers' Compensation including any legislation of any State, Territory or Province and whether or not the Insured is party to such contract of insurance;
- 4.1.4. any liability imposed by the provisions of any Workers' Compensation legislation or any industrial award or agreement or determination.
- 4.1.5. any liability for and in respect of any Employment Practices.

“Employment Practices” means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by the Insured.

4.2. PROPERTY IN CUSTODY OR CONTROL

Property Damage to:

- 4.2.1. property owned by or leased or rented to the Insured,
- 4.2.2. property in the physical or legal control of the Insured.

But this exclusion will not apply to liability for Property Damage to:

- 4.2.3. premises (including landlord's fixtures and fittings) which are leased or rented by the Insured;
- 4.2.4. premises (and the contents thereof) not owned, leased or rented by the Insured but temporarily occupied by the Insured for work therein but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work;
- 4.2.5. vehicles (not belonging to or used by or on behalf of the Insured) in the physical or legal control of the Insured where such Property Damage occurs whilst any such vehicles are in a car park owned or operated by the Insured provided that such car park is incidental to the Business of the Insured;
- 4.2.6. the property of an employee of the Insured;
- 4.2.7. any other property temporarily in the Insured's physical or legal control provided no indemnity is granted for liability in respect of physical damage to or destruction of that part of any property upon which the Insured is or have been working. The Company's limit under this clause 4.2.7 does not exceed xxxxxx for any one Occurrence and in the aggregate for any one Period of Insurance.

4.3. PRODUCT DEFECT

Property Damage to the Insured's Products if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof.

4.4. LOSS OF USE

Loss of use of tangible property which has not been physically injured or destroyed resulting from:

- 4.4.1. a delay in or lack of performance by or on behalf of the Insured of any contract or agreement;
- 4.4.2. the failure of the Insured's Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured, 'but this exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or loss or destruction of the Insured's Products after such products have been put to use by any person or organisation other than the Insured.

4.5. PRODUCT RECALL

Claims arising out of or resulting from any loss, cost or expense incurred by the Insured for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the Insured's

Products or of any property of which they form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

4.6. AIRCRAFT, AIRCRAFT PRODUCTS, WATERCRAFT AND HOVERCRAFT

Claims arising out of

- 4.6.1. ownership, maintenance, operation or use by the Insured or on the Insured's behalf of any aircraft, or
- 4.6.2. the ownership, operation or use by the Insured or on the Insured's behalf of any watercraft exceeding 20 metres in length, or hovercraft.
- 4.6.3. the Insured's Products that are aircraft component parts used for maintaining an aircraft in flight or moving upon the ground or used in the construction of an aircraft hull or machinery which to the Insured's knowledge are incorporated in an aircraft.

4.7. VEHICLES

Personal Injury or Property Damage arising out of the ownership, possession, operation or use by the Insured of any vehicle:

- 4.7.1. which is registered or is required under any legislation to be registered;
- 4.7.2. in respect of which insurance is required to be effected by or on behalf of the Insured by or under any legislation of any State, Territory or Province whether or not such insurance is effected.

Exclusions 4.7.1 and 4.7.2 above do not apply to Personal Injury or Property Damage:

- 4.7.3. caused by the loading or unloading of vehicles, but only where there is no other valid and collectible insurance available to the Insured
- 4.7.4. caused by the use of a registered vehicle on building sites while being used as a tool of trade on such site and where no other valid and collectible insurance is available.

4.8. CONTRACTUAL LIABILITY

Any obligation assumed by the Insured under any agreement or contract except to the extent that:

- 4.8.1. the liability would have been implied by law
- 4.8.2. the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges the Insured to effect insurance in respect of the subject matter of that contract
- 4.8.3. the liability is assumed by the Insured under a warranty of fitness or quality as regards to the Insured's Products.

4.9. PROFESSIONAL LIABILITY

The rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith but this exclusion does not apply to:

- 4.9.1. the rendering of or failure to render professional medical advice by Medical Persons employed by the Insured to provide first aid and other medical services on the Insured's premises; or
- 4.9.2. Personal Injury or Property Damage arising from such rendering of or failure to render professional advice or service, providing such professional advice or service is not given for a fee.

4.10. LIBEL AND SLANDER

Liability arising out of the publication or utterance of a libel or slander:

- 4.10.1. made prior to the commencement of this Period of Insurance; or
- 4.10.2. made by or at the direction of the Insured with the knowledge of the falsity thereof.

4.11. WAR AND TERRORISM

Loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 4.11.1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalization or requisition or destruction or damage to property by or under the order of any government or public or local authority, or
- 4.11.2. any act(s) of terrorism

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 4.11.1 or 4.11.2 above.

4.12. RADIOACTIVITY

Personal Injury or Property Damage directly or indirectly caused by, contributed to or arising from:

- 4.12.1. ionising radiations or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion 4.12.1 combustion shall include any self-sustaining process of nuclear fission; or
- 4.12.2. nuclear weapons material

4.13. POLLUTION

- 4.13.1. Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any water course or body of water. Provided this exclusion 4.13.1 does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.
- 4.13.2. Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution. Provided this exclusion 4.13.2 does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury or Property Damage.
- 4.13.3. The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of pollutants caused by any product that has been discarded, dumped, abandoned or thrown away by others.
- 4.13.4. The actual alleged or threatened discharge, dispersal, release, seepage, migration or escape of pollutants in the United States of America or Canada or in any country to which the laws of the United States of America or Canada apply.

Our liability under clauses 4.13.1 and 4.13.2 above in respect of any one discharge, dispersal, release, seepage, migration or escape and for all discharges, dispersals, releases, and escape of pollutants during any one Period of Insurance will not exceed the Limit of Liability.

4.14. TERRITORIAL AND JURISDICTIONAL LIMITS

- 4.14.1. Claims made and actions instituted within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada.

4.14.2. Claims and actions to which the laws of the United States of America or the Dominion of Canada apply

Provided that this exclusion shall not apply to claims and actions arising from the presence outside the country in which this Policy was issued, of any person who is normally resident in such country and who is not a manual worker or supervisor of work.

In respect of any non-manual worker or supervisor of work travelling in the United States of America or the Dominion of Canada, all Law Costs and Expenses shown in Coverage Section 1.2 are paid by the Company within the Limit of Liability shown in the Schedule, not in addition to it.

4.15. EXPORTS TO U.S.A., CANADA

Claims in respect of Personal Injury or Property Damage or Advertising Liability caused by or arising out of the Insured's Products knowingly exported by the Insured, their agents or servants to the United States of America or the Dominion of Canada.

4.16. ABSOLUTE ASBESTOS EXCLUSION

Any actual or alleged liability whatsoever for any claim or claims in respect of losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

4.17. FAULTY WORKMANSHIP

The cost of performing, completing, correcting or improving any work undertaken by the Insured.

4.18. FINES, PENALTIES

Fines, penalties or liquidated damages.

4.19. PUNITIVE DAMAGES

Punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.

4.20. OFFSHORE GAS AND OIL PLATFORMS

Work performed on offshore gas and oil platforms.

4.21. PHARMACEUTICAL MANUFACTURERS AND IMPORTERS

Personal Injury or Property Damage or Advertising Liability arising from the sale or distribution of pharmaceuticals imported or manufactured by the Insured. Provided that this exclusion does not apply to those vitamins available without a prescription.

4.22. INFORMATION TECHNOLOGY HAZARDS, COMPUTER DATA, PROGRAM AND STORAGE MEDIA EXCLUSION

4.22.1. Personal Injury or Property Damage or Advertising Liability arising, directly or indirectly, out of, or in any way involving the Insured's "Internet Operations".

This exclusion does not apply to Personal Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.

“Internet Operations” means the following:

- (a) use of electronic mail systems by the Insured or the Insured’s employees, including part-time and temporary staff, contractors and others within the Insured’s organization;
- (b) access through the Insured’s network to the world wide web or a public internet site by the Insured’s employees, including part-time and temporary staff, contractors and others within the Insured’s organization;
- (c) access to the Insured’s intranet (meaning internal company information and computing resources) which is made available through the world wide web for customers of the Insured or others outside the Insured’s organization; and
- (d) the operation and maintenance of the Insured’s web site.

Nothing in this exclusion will be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

4.22.2. Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:

- (a) the use of any computer hardware or software;
- (b) the provision of computer or telecommunication services by the Insured or on the Insured’s behalf;
- (c) the use of computer hardware or software belonging to any third party, whether authorized or unauthorized including damage caused by any computer virus.

5. DEFINITIONS

5.1. “INSURED” each of the following is deemed to be an Insured under this Policy to the extent set forth:

- 5.1.1. the named Insured specified in the Schedule;
- 5.1.2. all the subsidiary companies (now or hereafter constituted) of the named Insured if their places of incorporation are within the country of Policy issue;
- 5.1.3. every Director, Executive Officer, Employee, Partner or Shareholder of the Insured or of a company designated in paragraph 5.1.2 above but only whilst acting within the scope of their duties in such capacity;
- 5.1.4. every principal, in respect of the liability of such principal arising out of the performance by the Insured or by a company designated in paragraph 5.1.2 above, of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement, but limited in all to the extent of coverage and Limit of Liability as provided for in this Policy;

For the purposes of this Clause, ‘principal’ means a person who engages the Insured as an independent contractor.

- 5.1.5. every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with the consent of the Insured (other than an Insured designated in paragraph 5.1.4 or 5.1.6) in respect of claims arising from their duties connected with the activities of any such club, organisation or service;
- 5.1.6. each partner, joint venturer, co-venturer or joint lessee of the named Insured but only:
- (a) with respect to liability incurred as the partnership, joint venture, co-venture, joint lessee and
 - (b) provided the partnership, joint venture, co-venture, joint lessee has been notified to the Company within 60 days of formation and has been endorsed on the Schedule hereto;
- 5.1.7. any director or senior executive of the Insured or one of the parties shown in 5.1.2 in respect of private work undertaken by the Insured's employees for such director or senior executive.

"Insured" does not include the interest of any other person other than as described in 5.1.1 to 5.1.7 above.

5.2. **"PERSONAL INJURY"** means:

- 5.2.1. bodily injury (which expression includes death and illness), disability, shock, fright, mental anguish or mental injury;
- 5.2.2. the effects of false arrest, wrongful detention, false imprisonment or malicious prosecution;
- 5.2.3. the effects of wrongful entry or eviction;
- 5.2.4. the effects of a publication or utterance of a libel or slander or other defamatory or disparaging material;
- 5.2.5. the effects of assault and battery not committed by the Insured or at the Insured's direction unless reasonably committed for the purpose of preventing or eliminating danger to person or property.

5.3. **"PROPERTY DAMAGE"** means:

- 5.3.1. physical damage to or loss or destruction of tangible property including the loss of use thereof at any time resulting therefrom; or
- 5.3.2. loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an Occurrence.

5.4. **"OCCURRENCE"** means:

an event, including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury or Property Damage or Advertising Liability neither expected nor intended from the standpoint of the Insured.

5.5. **"MEDICAL PERSONS"** means:

legally qualified medical practitioner, legally qualified registered nurse, dentists and first aid attendants.

5.6. **"INSURED'S PRODUCTS"** means:

any goods, products or property after they have ceased to be in the possession or under the control of the Insured, manufactured, constructed, erected, installed, repaired, serviced, treated, grown, extracted,

produced, processed, assembled, sold, supplied, distributed by the Insured (including any container thereof other than a vehicle).

5.7. **"VEHICLE"** means:

any type of machine on wheels or on 'self laid tracks' made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

5.8. **"WATERCRAFT"** means:

any vessel, craft or thing made or intended to float on or in or travel on or through or under water.

5.9. **"AIRCRAFT"** means:

any vessel, craft or aerial device made or intended to fly or move in or through the atmosphere or space.

5.10. **"POLLUTANTS"** means:

any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

5.11. **"POLICY"** means:

this document and each endorsement issued by the Company and attached, or intended to be attached, to it, the Insured's statements in the Proposal Form and the policy schedule (as the same may be amended from time to time).

5.12. **"PROPOSAL FORM"** means:

the proposal submitted for this insurance and any ancillary documentation or information provided in respect of any Insured.

5.13. **"BUSINESS"** shall include:

the provision and management of canteens, social, sports and welfare organisations for the benefit of the Insured's employees and first aid, fire and ambulance services and maintenance of the Insured's premises.

5.14. **"DEDUCTIBLE"** is:

the amount the Insured first bears in relation to each Occurrence.

5.15. **"EMPLOYEE"** is:

any person engaged under a contract of service or apprenticeship with the Insured, but does not include any person employed under such contract who is excluded from the definition of 'worker' under any workers' compensation legislation.

5.16. **"HOVERCRAFT"** means:

any vessel, craft or thing made or intended to float on or in or travel on or through the atmosphere or water.

5.17. **“PERIOD OF INSURANCE”** means:

the period shown in the Policy Schedule.

5.18. **“ADVERTISING LIABILITY”** means: liability for damages because of:

5.18.1. unintentional libel, slander or defamation;

5.18.2. infringement of copyright of or passing off of title or slogan;

5.18.3. piracy or unfair competition or idea misappropriation contrary to an implied contract;

5.18.4. invasion of the right of privacy;

committed or alleged to have been committed during the Period of Insurance in any advertisement, public article, broadcast or telecast arising out of any advertising activities conducted by or on behalf of the Insured, in the course of advertising the Insured's Products, goods or services.

However the Company will not indemnify the Insured in respect of claims made against the Insured:

5.18.5. arising out of advertising activities prior to the commencement date of this Policy;

5.18.6. for breach of contract, other than misappropriation of advertising contrary to an implied contract;

5.18.7. for infringement or passing off a trade-mark, service mark or trade name on any products, goods or services sold, offered for sale or advertised. This does not apply to infringement of titles or slogans;

5.18.8. for incorrect description of any article or commodity;

5.18.9. for mistake in advertised prices;

5.18.10. for statements made at the direction of the Insured with the knowledge of the illegality or falsity thereof;

for any Insured whose Business is advertising, broadcasting, publishing or telecasting.

5.19. **“CLAIM”** means:

5.19.1. the receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured; or

5.19.2. any writ, statement of Claim, summons, application or other originating legal or arbitral process, cross-Claim, counter-Claim or third or similar party notice served upon the Insured.

5.20. **“TERRITORIAL LIMITS”** means:

Worldwide unless otherwise specified in the Schedule subject to the provisions of Exclusion 4.14.

6. CONDITIONS

6.1. JOINT INSURED

Where more than one party comprises the Insured, each of the parties shall be considered as a separate and distinct unit and the word Insured will be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties provided that nothing in this clause will result in an increase of the Company's Limit of Liability in respect of any Occurrence or Period of Insurance.

6.2. NOTICES

It is a condition precedent to the Company's liability hereunder that the Insured shall immediately and in any event within [x] days give the Company written notice of any Claim made against the Insured :

The Insured may give written notice to the Company of every circumstance which may reasonably be expected to result in a Claim under this Policy, whether or not the Insured believes any claim amount might fall below any deductible stated in the Schedule. Any subsequent Claim arising out of such circumstances made against the Insured which is the subject of the written notice will be deemed to have been made at the time written notice was first given to the Company.

6.2.1. It is a condition precedent to the Company's liability that written notice of every change materially varying any of the facts or circumstances existing at the commencement of this Policy that shall come to the knowledge of the Insured must be given to the Company immediately and in any event within [x] days.

Service of Notice

6.2.2. any notice sent in writing by the Company to the first named Insured in the Schedule shall be deemed to be notice given to each of the parties comprising "the Insured".

6.2.3. service of notice by the Company shall be effective immediately on receipt by the first named Insured of a personal delivery or facsimile transmission sent from the Company or in the case of notices by post, three business days after having been posted by the Company.

6.3. OTHER INSURANCE

6.3.1. As soon as is reasonably practical but within 15 days after entering into any other contract of insurance, the Insured shall notify the Company in writing of, and shall give the Company full details of, any such other insurance which provides indemnity, in full or in part, for any of the liabilities insured hereunder.

6.3.2. To the extent that the Insured has any other insurance in force in respect of the liabilities insured hereunder, the Company shall only be liable under this Policy for the excess beyond any amount insured by such other insurance in respect of that liability, whether or not such insurance is valid or collectible.

6.4. SUBROGATION

In the event of a payment under this Policy to or on behalf of the Insured, the Company shall be subrogated to all the Insured's rights of recovery against all persons and organisations and the Insured shall execute and deliver instruments and papers and do all that is necessary to assist the Company in the exercise of such rights. If the Insured has agreed not to seek compensation from another person who is liable to

compensate the Insured for any loss, damage or liability which is covered by this Policy, the Company will not cover the Insured under this Policy for that loss, damage or liability.

6.5. CLAIMS

- 6.5.1. The Insured shall not without the prior consent in writing of the Company make any admission, offer, promise or payment in connection with any Occurrence or claim and the Company if it so desires, shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim.
- 6.5.2. The Insured shall use its best endeavours to preserve all property, products, appliances and plant and all other things which may assist in the investigation or defence of a claim or in the exercise of rights of subrogation and so far as may be reasonably practicable no alteration or repair shall be effected without the consent of the Company until the Company shall have had an opportunity of inspection, however the Insured agrees to take all reasonable precautions to prevent further loss or damage.
- 6.5.3. The Company shall be entitled to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise.
- 6.5.4. The Company shall have full discretion in the conduct of any proceedings in connection with any claim and the Insured shall give all information, co-operation and assistance as the Company may require in the prosecution, defense or settlement of any claim.
- 6.5.5. If any claim is in any manner dishonest or fraudulent, or is supported by any dishonest or fraudulent means or devices, whether by any Insured or anyone acting on behalf of an Insured or with the Insured's knowledge, then this Policy shall be void and all benefits paid or potentially payable under it shall be forfeited.

6.6. DISCHARGE OF LIABILITIES

The Company may at any time pay to the Insured in respect of all claims against the Insured arising directly or indirectly from one source or original cause the amount of the Limit of Liability or such other limit specified in respect thereof (after deduction of any sum or sums already paid as compensation in respect thereof), or any lesser sum for which the claim or claims can be settled and upon such payment the Company shall relinquish conduct or control of and be under no further liability under the Policy in connection with such claims except for costs, charges and expenses:

- 6.6.1. recoverable from the Insured for all or part of the period prior to the date of such payment;
- 6.6.2. incurred by the Company;
- 6.6.3. incurred by the Insured with the written consent of the Company prior to the date of such payment.

6.7. REASONABLE CARE

The Insured must:

- 6.7.1. exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition and;

- 6.7.2. take all reasonable precautions to
- (a) prevent Personal Injury and Property Damage and
 - (b) prevent the manufacture, sale or supply of defective products and
 - (c) comply and ensure that its employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:
 - (i) safety of persons or property
 - (ii) disposal of waste products
 - (iii) handling, storage or use of flammable liquids or substances, gases or toxic chemicals.
- 6.7.3. at its own expense take reasonable action to trace recall or modify any Insured's Products containing any defect or deficiency of which the Insured has knowledge or has reason to suspect, including (but not limited to) any Insured's Products subject to governmental or statutory ban.

6.8. INSPECTION OF PROPERTY

- 6.8.1. The Company will be permitted but not obligated to inspect the Insured's property and operations at any time.
- 6.8.2. Neither the Company's right to inspect nor its failure to inspect, nor the making of any inspection nor any report of an inspection may be used by the Insured or others in any action or proceeding involving the Company.
- 6.8.3. The Company may examine and audit the Insured's books and records at any time during the Period of Insurance and within three years thereafter but that examination and audit will be restricted to matters which in the opinion of the Company are relevant to the Policy.

6.9. ADJUSTMENT OF PREMIUM

- 6.9.1. If the first or renewal premium for the Policy or any part thereof shall have been calculated on estimates furnished by the Insured, the Insured shall within 30 days after the expiry of each Period of Insurance furnish the Company such matters, particulars and information relevant to the Policy as the Company may reasonably require. The premium for the said period shall thereupon be adjusted and any difference paid by or allowed to the Insured as the case may be. Provided that the adjusted premium shall not be less than the minimum premium charged by the Company.
- 6.9.2. The Insured will keep a record of all matters, particulars and information requested by the Company and must on reasonable notice, allow the Company or its nominee to inspect and make copies of such records.

6.10. CANCELLATION

- 6.10.1. This insurance may be cancelled at any time by the Insured giving written notice of cancellation to the Company, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Company on the notice to that effect being sent to the Insured at least 15 days before

cancellation, in which case the Company will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation, provided that the Company will be entitled to retain the agreed minimum premium.

6.10.2. When the premium is subject to adjustment, cancellation will not affect the obligation of the Insured to supply to the Company such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

6.11. DISPUTES

All disputes arising out of or under this Policy, except for disputes on quantum which is dealt under clause 6.17 (Arbitration), shall be determined by any court of competent jurisdiction within the country in which this Policy was issued according to the law applicable to that jurisdiction.

6.12. WORDS - GENDER

6.12.1. Words importing persons shall include corporations and other legal entities.

6.12.2. The singular includes references to the plural and vice versa and any gender includes reference to all other genders.

6.13. DUE OBSERVANCE

The fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be conditions precedent to the Company's liability.

6.14. STATUTORY REQUIREMENTS

This Policy does not cover liability in respect of claims made or actions instituted within any country state or territory outside India that require insurance to be insured or secured with an insurer or organization licensed in that country state or territory to grant such insurance.

6.15. ARBITRATION

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto 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 three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no dispute or difference 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 hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

What to do in the event of a claim?

If an event happens which may give rise to a claim under this Policy you must:

1. Inform incident to us as soon as possible. You will be provided with advice on the procedure to follow. You may call Raheja QBE Call Centre on Toll Free No: 1800-102-7723 OR notify loss by email to claims@rahejaqbe.com OR report claim on RQBE Website www.rahejaqbe.com OR send Letter or Fax to RQBE office
2. Please supply us with all information we require to settle the claim.
3. Take all reasonable precautions to prevent further loss or damage.
4. Not negotiate, admit, repudiate or pay any claim by any person.
5. Co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person.
6. If in doubt at any time please call us for advice

What you must not do in the event of a claim?

You must not:

1. admit liability if an incident occurs which is likely to result in someone claiming against you
2. make any admission of guilt or promise or offer of payment in connection with any such claim, unless we first agree in writing. This applies to you or any other person making a claim under this Policy.

Dispute Resolution

Raheja QBE will take all steps to settle your claim in accordance with policy terms and conditions. However, since the policy does not cover all eventualities, there may be disagreement between us about the Policy.



RAHEJA QBE GENERAL INSURANCE CO. LTD.

For resolution of such disputes RQBE has developed an elaborate Grievance Redressal mechanism.

At your request, the claim will be considered afresh by the Grievance Committee of RQBE. If you are not satisfied with the decision of the Grievance Committee you may refer your case for legal advice.