

COMPREHENSIVE GENERAL LIABILITY INSURANCE POLICY (Commercial) Policy Wordings

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

The word "**Insured**" means any person or organization qualifying as an **Insured** under DEFINITIONS section of the policy.

Words and phrases that appear in bold face have the special meanings set forth in DEFINITIONS section of the policy. Words that appear in the singular include the plural and words that appear in the plural include the singular.

2. INSURING AGREEMENT

Insurers will provide insurance against all sums which the **Insured** shall become legally liable to pay for **Damages** (including Legal Defence Costs, claimants' costs, fees and expenses), arising out of the **Business** in respect of operations within the Policy Territory.

The extent of the Insurers' liability under this Insurance shall be subject to the Terms, Conditions and Exclusions of this Insurance.

"Occurrence Coverage"

Where the basis of the coverage is **Occurrence** Coverage as stated within the Schedule (**Occurrence** Converge), this insurance shall apply in respect of **Damages** occurring during the Period of Insurance (as mentioned in the Schedule).

"Claims Made Coverage"

Where the basis of the coverage is Claims Made Coverage as stated within the Schedule (**Claims Made Coverage**), this insurance shall apply in respect of **Claims** first made during the Period of Insurance resulting from **Damages** occurring during the Period of Insurance or after the applicable **Retroactive Date** (as mentioned in the Schedule).

3. DEFINITIONS

3.1. Bodily Injury

shall mean injury, sickness, disease sustained by a person including death resulting from any of these at any time and any consequential loss resulting therefrom.

3.2. Business

shall mean the business of the **Insured** as stated in the Schedule and shall include

- a) provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any employee and first aid fire security and ambulance services
- b) participation in exhibitions anywhere within the territorial scope as specified in the schedule.

3.3. Claim

shall mean a written demand against the **Insured** for **Damages** received by an **Insured** seeking remedy and alleging liability or responsibility on the part of the **Insured** or suit made against the **Insured**.

The date of such demand shall represent the date the **Claim** is first made against the **Insured**.

All **Claims** arising out of the same cause or incident shall be added together and treated as one **Claim** which is deemed to have been made at the point in time of the first **Claim** irrespective of the period of time in which the single **Claim** will be made.

3.4. Damage

shall mean **Bodily Injury** and **Property Damage**.

3.5. Deductible

shall mean the amount which is paid by the **Insured**.

3.6. Electronic Data

shall mean facts, programs and information stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3.7. Employee

shall mean a person under an employment contract or apprenticeship with the **Insured**.

3.8. Employment Practices

shall mean any wrongful or unfair dismissal denial of natural justice, misleading representation or advertising, sexual harassment or discrimination directly related to employment by the **Insured**.

3.9. Genetically Modified Organism (GMO)

shall mean an organism or microorganism whose genetic material has been altered by means of genetic engineering which is a direct manipulation of an organism's genome.



3.10. Insured

shall mean

- a) any person or company and its subsidiaries named in the Schedule
- b) directors whilst acting in their respective capacities for the **Insured**
- c) any **Employee** including Medical Persons but only whilst acting within the scope of their duties.

3.11. Legal Defence Costs

shall mean reasonable legal costs and other expenses incurred with prior consent of the insurer in the defence of any suit, **Claim** or proceedings against the **Insured** and all costs and expenses including claimants' costs which the **Insured** may become legally obligated to pay in connection with any suit, **Claim** or proceeding, provided such **Claim** or **Claims** are the subject of indemnity under the policy.

3.12. Limit of Liability

shall mean the maximum liability (including Legal Defence Costs) of the Insurer under this Policy for all sums which the **Insured** shall become legally liable to pay as **Damages** in respect of **Bodily Injury** or **Property Damage**.

3.13. Occurrence

shall mean an accident or event including continuous or repeated injurious exposure to substantially the same general conditions or a series of accidents or events arising from or out of the same originating cause or event which results during the Period of Insurance in **Bodily Injury** or **Property Damage**.

All **Occurrences** which result or allegedly result from the same cause shall be added together and treated as one **Occurrence** which is deemed to have happened at the point in time of the first **Occurrence** irrespective of the period in which the single **Occurrences** happened.

3.14. Pollution

shall mean the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, atmosphere or any water course or body.

3.15. Products/ Completed Operations

shall mean

- goods including containers, packaging labels and instructions accompanying the Products designed, manufactured, sold, supplied, distributed, installed or processed by or on behalf of the **Insured** and which are not in the possession of the **Insured** at the time of the **Occurrence**.
- maintenance, repair or work which has been performed by or on behalf of the **Insured**

3.16. Property Damage

shall mean physical damage to, loss of or destruction of material property including any consequential loss resulting therefrom.

3.17. Retroactive Date

shall mean the date stated in the schedule provided however that with respect to any **Insured** who becomes an **Insured** subsequent to the Inception date, the retroactive date for that **Insured** shall be agreed on an individual basis independently of the date as stated in the schedule.

3.18. Terrorism

shall mean an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s), or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

4. EXCLUSIONS

This insurance does not apply to:

4.1. General Exclusions

4.1.1. Aircraft and Watercraft and Mechanically propelled vehicles

any legal liability arising directly or indirectly out of the ownership, possession, maintenance or use by or on behalf of the **Insured** of any:

- a) aircraft or other aerial device
- b) hovercraft
- c) vehicle/ trailer for which compulsory insurance or security is required in accordance with any motor or road traffic legislative regime in force in the Policy Territory

other than



- i. any water-borne craft not exceeding six metres in length
- ii. the act of loading or unloading or the bringing to or taking away of a load from any vehicle or trailer as stated in c above.

4.1.2. Asbestos

any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from asbestos, asbestos fibres, asbestos dust or any materials containing asbestos.

4.1.3. Compulsory Insurance

any legal liability for which a compulsory insurance is locally required.

4.1.4. Cyber Risk

any legal liability arising directly or indirectly from loss, damage, destruction, distortion, erasure or alteration of **Electronic Data** from any cause whatsoever.

4.1.5. Contractual Liability

any liability assumed by the **Insured** under contract or agreement (e.g. to fulfil contractual requirements (guarantees/ warranties) unless such liability would have attached in the absence of such contract or agreement.)

4.1.6. Damage to Products/ Completed Operations

damage to any Products/Completed Operations caused by any defect therein the harmful nature thereof or the unsuitability thereof to fulfil its intended purpose.

4.1.7. Deliberate Acts

any legal liability which results from a deliberate act or omission of the **Insured** and which could reasonably have been expected having regard to the nature and circumstance of such act or omission.

4.1.8. Directors and Officers Liability

any legal liability arising directly or indirectly out of or alleged to have arisen from any wrongful act of directors or officers of the **Insured** in the discharge or performance of their duties as such other than **Claims** for **Damages** and **Claimants'** costs and expenses consequent upon **Bodily Injury** or **Property Damage**.

For the purpose of this Exclusion wrongful act shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by

the directors or officers in the discharge of their duties individually or collectively or any matter claimed against them solely by reason of their being Directors or Officers of the **Insured**.

4.1.9. Employment Practices Liability

any legal liability arising directly or indirectly out of or alleged to have arisen from any harassment, misconduct, discrimination, breach of confidence or **Employment Practices**.

4.1.10. Fines and Penalties

finances, penalties, punitive or exemplary **Damages** ordered or awarded by any Court.

4.1.11. Infringement of Intellectual Property Rights

any legal liability arising directly or indirectly out of passing off or infringement of patent, copyright, trade mark, trade name or any other intellectual property.

4.1.12. Nuclear

any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from

- a) ionising 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
- c) the furnishing by the **Insured** of service materials parts or equipment in connection with planning construction maintenance or use of any nuclear facility including any nuclear reactor or device designed or used for
 - i. separating the isotopes of uranium plutonium
 - ii. processing or utilising spent fuel or
 - iii. handling processing or packaging nuclear waste.

4.1.13. Offshore

any legal liability arising out of the **Insured's** activities as Operator of Offshore platforms For the purpose of this exclusion, Offshore platforms are understood as fixed or mobile facilities for the production of oil and gas, metal, energy production.

4.1.14. Pollution

any legal liability arising directly or indirectly out of **Pollution**

- other than caused by a sudden, identifiable, unintended and



unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

- occurring in the United States of America and / or Canada and / or their dependencies or in any country to which the laws of the United States of America or Canada laws apply.

4.1.15. Previous Knowledge

any legal liability arising out of any **Occurrence** the circumstances of which the **Insured**

was aware prior to the inception of this policy.

4.1.16. Property being Worked On

Property Damage to that part of any property on which the **Insured** is or has been working where such **Property Damage** arises as a direct result of such work.

4.1.17. Sanction Clause

any legal liability to the extent that the provision of such cover payment or such **Claim** or provision of such benefit would expose the Insurer to any sanction prohibition or restriction under United Nations resolutions or trade or economic sanctions laws or regulations of the European Union one of its member states or United Kingdom or India or the United States of America.

4.1.18. War/ Terrorism

any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities, civil war, acts of **Terrorism**, rebellion, revolution, insurrection military or usurped power, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

4.1.19. Workers Compensation

any legal liability for which the **Insured** may be held liable under workman's compensation unemployment compensation disability benefits law or any similar law.

4.2. Policy Exclusions

4.2.1. Aviation Products

any legal liability arising directly or indirectly from any **Products** which to the

knowledge of the **Insured** are for use in or incorporation into any aircraft or other aerial device.

4.2.2. Care, Custody and Control

Property Damage to property owned by or leased or rented to or in the care custody or control of the **Insured** other than

- a) **Employees'**, directors', partners' and/or visitors' property
- b) premises not owned by or leased or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**.

4.2.3. Cross-Liability

any **Damage** incurred by another **Insured** or in respect of **Claim** made by any **Insured** against another **Insured**.

4.2.4. Construction, Demolition, Alteration, Addition Works

any legal liability arising out of or in connection with or related to any project involving the construction of, demolition of, alteration of and/or addition to any building, structure or infrastructure by or on behalf of the **Insured**.

4.2.5. Employers Liability

Bodily Injury sustained by any **Employee**.

4.2.6. Electromagnetic fields (EMFs)

any legal liability arising from the exposure to EMFs and/or radiation.

4.2.7. Genetically Modified Organisms (GMOs)

any legal liability arising directly or indirectly of any **GMOs**.

4.2.8. Human T-Cell Lymphotropic Virus, Lymphadenopathy Associated Virus, etc.

any legal liability arising out of or in connection with or related to any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it maybe named.

4.2.9. Product Recall/ Removal/ Reinstatement

any costs or expenses incurred by the **Insured** for the recall, inspection,



removal, repair, alteration, replacement, reinstatement of any Products necessitated by any defect therein the harmful nature thereof or the unsuitability thereof to fulfil its intended purpose.

4.2.10. Professional Advice

any legal liability arising directly or indirectly out of or in connection with

- a) advice
- b) design
- c) Specification

provided for a fee only and nor in connection with the supply of a product.

4.2.11. Toxic Substances

any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from

- a) mould fungi or bacteria
- b) tobacco or any tobacco products (or ingredients thereof)
- c) chlorofluorocarbons (CFCs) , chlorinated hydro-carbons (CHCs), urea formaldehyde foam
- d) lead
- e) methyl tertiary butyl ether (MTBE)
- f) crystalline silica,
- g) persistent organic pollutants (POPs)
- h) atrazine
- i) diacetyl
- j) transmissible spongiform encephalopathy (TSE) creutzfeldt-jakob disease (CJD) variant creutzfeldt-jakob disease (vCJD) new variant creutzfeldt-jakob disease (nvCJD) or bovine spongiform encephalopathy (BSE)

4.2.12. Vibration, Pile Driving, Subsidence, Demolition etc.

any legal liability to pay in respect of **Property Damage** to land, buildings, or other structures arising from vibration, pile driving, subsidence or demolition or resulting from the removal or weakening of support, and any loss arising in consequence of such **Property Damage**.

5. CONDITIONS

5.1. General Conditions

5.1.1. Representations

Upon receipt of this Policy the **Insured** agrees that it has been issued upon the

truth of the declarations and representations made to the Insurer or any of its agents relating to this Insurance.

5.1.2. Notice

Insured shall throughout the period of insurance give immediate notice or in any event not later than 30 days of any material change in any fact, activity or circumstance as in the declarations and representations made to the Insurer or any of its agents relating to this Insurance at the time when this policy was effected.

In the event **Insured** fail to give notice in accordance with this condition any **Claim** which has arisen or may arise which is related to such facts, activities or circumstances, shall be excluded from the indemnity afforded hereunder.

Address for sending Notice:
The Claims Manager;
Magma General Insurance Ltd.,
Equinox Business Park, Tower 3,
2nd Floor, LBS Marg, Kurla (W),
Mumbai - 400070.

5.1.3. Transfer of Rights of Recovery against Others

The Insured must fully maintain its rights of recourse against all suppliers of materials and all other parties with whom it deals with or contracts and those rights are not waived or limited either verbally or in writings.

In the event of any payment under this policy, the **Insured** will transfer to Insurer all rights to recover, from any person or organisation, of any of those amounts paid.

However, it is specifically agreed that Insurer will not exercise rights of recovery against **Insured's** employees unless the aforesaid payment has been caused by or contributed to in any way by the fraud or dishonesty of any such employee.

5.1.4. Examination of Book of Records

If any part of the Deposit Premium is based on estimates furnished by the **Insured** the **Insured** shall keep an accurate record containing all relative particulars and shall allow the Insurer to inspect such record within one month of the expiry of the Period of Insurance. The **Insured** shall furnish such information as the Insurer may require. The Deposit Premium shall thereupon



be adjusted and the difference paid by or allowed to the **Insured** subject to the retention by the Insurer of any Minimum Premium.

5.1.5. Reasonable Care

The Insured shall take reasonable precautions to prevent any event which may give rise to liability under this Policy and to maintain all buildings, furnishings, ways works, machinery plant and vehicles in sound condition and shall as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

5.1.6. Other Insurance

The insurance afforded by this Policy is excess over and reduced by any other valid and collectable insurance available to the **Insured**. Valid and collectable insurance includes any self-insurance plan which would be applicable to the loss.

5.1.7. Cancellation

The Insured or the Insurer may cancel this policy by mailing or delivering written notice of cancellation to the other, at least thirty (30) days before the effective date of cancellation. Notice of cancellation will state the effective date of cancellation. The period of insurance then in effect will end on that date. If this policy is cancelled, the Insurer will send the **Insured** any premium refund due. If the Insurer cancels this policy, the refund will be pro rata. If the **Insured** cancels this policy, premium for the policy year will be refunded in accordance with the short rate premium table of the Insurer, a copy of which is available at the request of the **Insured**. The cancellation will be effective even if the Insurer has not made or offered a refund of premium.

However, no premium refund is applicable if there is a **Claim** or notification of any occurrence which may give rise to a **Claim** prior to the above cancellation date.

Short Period Scale:

Period (Not exceeding)	Rate
1 week	10% of the Annual rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate

3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

5.1.8. Governing Law

This Policy shall be governed by and construed in accordance with the laws of Republic of India. The Insurer and the **Insured** shall submit to the exclusive jurisdiction of the courts of India over any matter arising under or in connection with this Policy.

5.1.9. Non-Assignment of Policy

This Policy and any rights hereunder will not be assigned or transferred without prior written consent of the Insurer.

5.1.10. Arbitration

This contract shall be governed and construed in accordance with the laws of India.

"The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

5.1.11. Fraud and Dishonesty

Nothing contained herein or in the provisions of this policy shall limit Insurer's right to void this policy by reason of any inaccurate or misleading information supplied by the **Insured** or material information omitted to be supplied by the **Insured**.

If any **Claim** under this Policy is in any respect fraudulent all benefit under this policy shall become void.

5.1.12. Legal Action against the Insurer

No person or organization has a right under this policy to join the Insurer as a party or otherwise bring the Insurer into a suit asking for **Damages** from an **Insured**.

5.1.13. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the Insurer of the Insurer's obligations under this policy.

5.1.14. Extended Reporting Period

Except in case of cancellation for non-payment of premium, if the Insurer or the **Insured** cancels or declines to renew this Policy and the **Insured** does not take out substantially similar cover with another insurer, the **Insured** shall be entitled to Extended Reporting Period commencing after the effective date of such cancellation or non-renewal, but only for a Wrongful Act committed prior to such effective date, as below:

- i. 60 days automatic for no additional premium.
- ii. 12 months, upon payment of an additional premium, as stated in the Schedule as a percentage of the annual premium.

If the **Insured** elects to purchase the Extended Reporting Period, then, the **Insured** must make any request for the Extended Reporting Period in writing, and pay any applicable additional premium, within 45 days after the expiry of the Policy.

Extended Reporting Periods do not extend the period of insurance or change the scope of coverage provided.

They apply only to claims for:

“Bodily injury” or “property damage” that occurs before the end of the period of insurance but not before the **Retroactive Date**, if any, shown in the Schedule; or

The Extended Reporting Period is not cancellable by the Policyholder and any premium payable for the Extended Reporting Period is non-refundable.

5.1.15. Other Conditions

This Policy and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

The terms of this Policy shall not be waived altered or changed in any way except by Endorsement(s) issued by the Insurer.

5.2. Claims Conditions

5.2.1. Notice of Claims and Circumstances

The **Insured** shall give written notice as soon as possible of any **Occurrence** giving rise to or which may give rise to a **Claim** under this Policy including full particulars of the **Occurrence**.

The insured shall notify the Insurer in writing immediately on receipt of knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any **Occurrence** for which there may be liability under this Policy. The **Insured** shall, upon receipt of any notice of an alleged **Claim** / complaint from appropriate authority, forthwith furnish the same to the Insurer. The **Insured** shall also furnish the copies of such documents, as prescribed by the rules, which are submitted and forwarded by the appropriate authority and/or any proposed responses, if any, by the **Insured** to the appropriate authorities.

The insured shall forward to the Insurer as soon as possible upon receipt every **Claim** notice letter verbal notice of **Claim** or other originating process or any other relevant document served on the **Insured**.

Address for sending Notice:
The Claims Manager;
Magma General Insurance Ltd.,
Equinox Business Park, Tower 3,
2nd Floor, LBS Marg, Kurla (W),
Mumbai - 400070.

5.2.2. Duties of the Insured

The **Insured** shall at all times at their own expense produce, procure and give to the Insurer all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs, evidence and information with respect to the **Claim** (verified by statutory declaration, if so required) and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Insurer as may be reasonably required by or on behalf of the Insurer together with a

declaration on oath or in other legal form of the truth of the **Claim** and of any matters connected therewith.

The insured shall make or give no admission offer promise payment or



indemnity without the written consent of the Insurer.

The insured shall retain unaltered and unrepaired anything connected with the **Occurrence** for as long as the Insurer may reasonably require.

5.2.3. Defence and Settlement

The Insurer shall be entitled to conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for its own benefit any **Claim** and shall have sole discretion in the conduct of any proceedings including choice of counsel and in the settlement of any **Claim**.

5.2.4. Renewal

If the period of insurance set forth in the policy schedule is at least one (1) year, at the end of such period and on each anniversary thereof, upon prior submission of any underwriting information requested by the Insurer and payment of the applicable premium, the period of insurance may be continued for a period of one (1) year by issuance by the Insurer of a renewal policy. The Insurer, however, has no obligation to offer any such renewal or any extension of this policy.

GRIEVANCE REDRESSAL PROCEDURE

At the outset, we thank you for choosing Magma General Insurance Ltd. as your insurance provider and hope we are able to meet and exceed your expectations. We also hope that the policy delivered to you is in line with your proposal for insurance. We want to reiterate that providing top class customer service is our motto and we are committed to deliver the same. In case you have any queries/ requests/ clarifications, you can get in touch with our nearest branch or your insurance broker for the same. We request you to quote your policy number in all your communications to us.

In case, you remain dissatisfied with our response, we have a defined grievance handling procedure as below:

The Grievance Redressed Cell of the Company looks into complaints from policyholders. Insured may approach the person nominated as 'Grievance Redressed Officer' with the details of their grievance:

Please write to us at customercare@magmainsurance.com, or at the

following address:Customer Service Officer
Magma General Insurance Ltd
Equinox Business Park, Tower
3,
2nd Floor, LBS Marg, Kurla (W),
Mumbai - 400070.

An acknowledgement will be sent from the Grievance Redressed Cell within 24 hours of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and the Company's response notified within 15 days of receipt of complaint.

Further, the Insured may approach the nearest Insurance Ombudsman for redressed of the grievance. List of Ombudsman offices with contact details are attached for ready reference. For updated status, Please refer to website www.irdaindia.org.

Address & Contact Details of Ombudsmen Centers

Office of the Insurance Ombudsman,6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel nos: 079-25501201/02/05/06 email: bimalokpal.ahmedabad@gbic.co.in	Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, BHOPAL-462 003. Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in
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