

## COMMERCIAL GENERAL LIABILITY

### (Claims Made Basis)

WHEREAS the **Insured** named in the **Schedule** hereto by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to the **Liberty General Insurance Limited** (hereinafter called the "**Company**") for the insurance hereinafter contained and has paid the premium as consideration for such Insurance.

#### 1. Insuring Clause

**Liberty General Insurance Limited (We, Our, Us or Company)** will pay to or on behalf of the **Insured (You, Your/Yourself)** all sums which the **Insured** shall become legally liable to pay by way of compensation as a result of a **Claim** both first made against the **Insured** and notified to the **Company** during the **Period of Insurance** for **Injury** and/or **Damage** in connection with the **Insured's Business**.

#### 2. Definitions

##### 2.1 "Asbestos" means:

2.1.1 That group of natural fibrous silicate minerals that comprises Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite; or

2.1.2 That group of manmade mineral fibers that comprises mineral wool, rockwool, glass fiber, ceramic fibers and superfine fibers, And includes **Asbestos** Products and **Products** containing **Asbestos**.

##### 2.2 "Claim" or "Claims" means:

2.2.1 Any writ, statement of **claim**, summons, application or other originating legal or arbitral process, cross **claim**, counter-**claim** or third or similar party notice issued against or served on the **Insured**; or

2.2.2 Any written **Claim** or allegation against the **Insured** arising out of, resulting from or in connection with any **Injury** and/or **Damage**.

##### 2.3 "Damage" means:

2.3.1 Physical damage to or destruction of tangible property including all resulting loss of use of that property. All such loss of use shall be deemed to happen at the time of the physical damage that caused it; or

2.3.2 Loss of use of tangible property that is not physically damaged or destroyed provided such loss of use is caused by physical damage to other tangible property which first happened during the **Period of Insurance**. All such loss of use shall be deemed to happen at the time of the physical damage or destruction that caused it.

2.4 "**Deductible**"- Amount stated in the **schedule**, which will be first borne by the **Insured** in respect of each and every **claim**. Our liability to make any payment under the **Policy** will be the amount in excess of **Deductible** and limited to the maximum Sum Insured mentioned in the **Policy Schedule**.

2.5 "**Employment Practices**" means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, unfair contracts, harassment or discrimination (sexual or otherwise) in respect of employment by the **Insured**.

2.6 "**Injury**" means death, bodily injury, sickness or disease to any person.

- 2.7 **“Insured”** wherever used in this **Policy** means the **Insured** named in the **Schedule** and:
- 2.7.1 Any subsidiary **Company** of the **Insured** including subsidiaries thereof; or
- 2.7.2 Any other entity controlled by the **Insured** and over which the **Insured** assumes active management
- 2.8 **“Insured’s Business”** is the business shown in the **Schedule**.
- 2.9 **“Lead”** means the element lead in any form, including its use or presence in any **Product**, alloy, compound, by-**Product** or other material or **Waste**.
- 2.10 **“Company”** means **Liberty General Insurance Limited**
- 2.11 **“Limit of Indemnity”** means the amount stated in the **Schedule** pursuant to **Clause 5** of this **Policy**.
- 2.12 **“Period of Insurance”** is the period shown in the **Schedule**.
- 2.13 **“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, cinders, dust, odours, noise, acids, alkalis, chemicals or **Waste**.
- 2.14 **“Policy”**– means the **Proposal Forms** and Declaration with your statements, the **Policy Schedule**, and any attached forms, endorsements, papers or riders.
- 2.15 **“Product”** means any commodity, article or thing (after it has ceased to be in the possession or under the control of the **Insured**) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by the **Insured** or by others trading under the name of the **Insured** (including any container thereof other than a motor vehicle).
- 2.16 **“Proposal form”** - the application form for Insurance Cover submitted to the **Company** along with all information and Declarations which has enabled the **Company** in considering whether and on what terms to offer this insurance.
- 2.17 **Retroactive Date** means the date showed in the **Schedule**
- 2.18 **“Terrorism”** means an act or acts:
- 2.18.1 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 organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- or
- 2.18.2 That result in:
- 2.18.2.1 The denial of access to or services from web sites, computer networks, or telecommunications equipment; or
- 2.18.2.2 The malfunction or degradation of web sites, computer networks, telecommunications equipment, or mechanical equipment, or the interruption to the functioning of web sites or such properties,

And that have the apparent intent of intimidating or coercing any civilian population or influencing the **Policy** of any government by intimidation or coercion.

- 2.19 “**Waste**” includes materials to be disposed of, recycled, reconditioned or reclaimed.
- 2.20 “**Worker**” means any person employed by the **Insured** or deemed to be employed by the **Insured** whether pursuant to any **Workers’ Compensation Law** or otherwise.
- 2.21 “**Worker’s Compensation Law**” means any law relating to compensation for **Injury to Workers** or employees including but not limited to the Employees’ Compensation Act 1923.
- 2.22 “**We, Us, Our, Company**” - Liberty General Insurance Limited.
- 2.23 “**You/Your/Yourself**”- means the **Insured** who is named in the **Policy Schedule**.

### **3. Indemnity to Others**

Subject to the terms of this **Policy** and in accordance with **Insuring Clause 1**, this **Policy** will extend to pay to or on behalf of:

- 3.1 Any principal, in respect of that principal’s vicarious liability for the negligent acts or omissions of the **Insured** pursuant to **Definition 2.7** and arising out of the **Insured’s Business**, but this **Policy** does not extend to the liability of any principal howsoever arising out of the negligence, breach of contract or breach of duty of such principal; or
- 3.2 Any director, executive officer or **Worker** of the **Insured** or, where the **Insured** is a partnership, any partner of the **Insured**, but only while acting within the scope of their duties in such capacity;
- 3.3 The officers, committee and members of the **Insured’s** canteen, social, sports, first aid/ medical, fire fighting and employee welfare organisations in their respective capacity as such; or
- 3.4 The legal personal representative of any person entitled to indemnity under this **Clause 3** in circumstances giving rise to indemnity under this **Policy**.

Provided always that all such persons or parties shall, whilst not being a party to this contract, observe, fulfil and be subject to the terms of this **Policy** in so far as they apply as though they were the **Insured**.

### **4. Cross Liabilities**

Subject at all times to the terms of this **Policy**, each person or party indemnified is separately indemnified in respect of **Claims** made by any of them against any other of them provided that the **Company’s** total liability shall not exceed the **Limit of Indemnity** for all **claims** under this **Policy**.

### **5. Limit of Indemnity**

The total aggregate liability of the **Company** for any one **Period of Insurance** for all **Claims** shall not exceed the **Limit of Indemnity** in the **Schedule**.

### **6. Defence Costs**

The **Company** will pay all reasonable legal costs and/or expenses incurred by the **Insured**, with the **Company’s** prior written consent in connection with any **Claim** for which the **Insured** is indemnified by this **Policy**.

Provided that the **Company** shall not be liable for legal costs and/or expenses where indemnity is not provided by this **Policy**.

Provided that legal costs and/or expenses incurred in connection with any **Claim** shall form part of **Limit of Indemnity** and will not be payable by the **Company** in addition to the **Limit of Indemnity**.

In the event the **Insured** is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by this **Policy**, the **Insured** and the **Company** will use their best efforts to agree upon a fair and proper allocation of legal costs and/or expenses or any other amount **Insured** under this **Policy** which relate solely to what is covered under this **Policy**.

In the event that an agreement cannot be reached, a Senior Counsel (so designated by the High Court and mutually agreed upon by the **Company** and the **Insured**) shall, as an expert and not an arbitrator, determine a fair and proper allocation. Until the Senior Counsel has made his or her determination the **Company** may, in its absolute discretion, pay such legal costs and/or expenses or any other amount **Insured** under this **Policy** as it considers appropriate.

## 7. Exclusions

This **Policy** does not cover liability directly or indirectly caused by, arising out of or in any way connected with:

- 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the **Insured** of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a **Policy** of compulsory liability insurance, including but not limited to the Indian Motor Vehicles Act, 1988 or equivalent local legislation in the relevant jurisdiction, but this exclusion does not apply to:
  - 7.1.1 **Injury** for which no indemnity is or would be available to the **Insured** under the said **Policy** of compulsory liability insurance had the **Insured** complied with its obligations pursuant to such law;
  - 7.1.2 **Injury** caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer for which no indemnity is or would be available to the **Insured** under the said **Policy** of compulsory liability insurance had the **Insured** complied with its obligations pursuant to such law;
  - 7.1.3 **Damage** caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
  - 7.1.4 **Damage** to any bridge, weighbridge or road, or anything beneath such bridge, weighbridge or road caused by the weight of any motor vehicle or trailer or of the load carried thereon; or
  - 7.1.5 **Damage** to any motor vehicle or trailer (not owned, leased or hired by, under hire purchase, on loan or rented to the **Insured**) temporarily in the **Insured**'s custody or control for the purpose of parking and directly arising out of such parking.
- 7.2 **Damage** to property owned, leased, hired by, under hire purchase, on loan or rented to the **Insured** or otherwise in the **Insured**'s care, custody or control other than:
  - 7.2.1 Premises (or to contents thereof) temporarily occupied by the **Insured** for the purpose of carrying out works thereto or thereon, but no indemnity is granted for liability in respect of physical damage to or destruction of that part of any premises or contents on which the **Insured** is or has been working on if the physical damage or destruction arises from such work;
  - 7.2.2 Premises tenanted by the **Insured**
  - 7.2.3 Directors', employees' and visitors' clothing and personal effects; or

7.2.4 Other property (not owned by the **Insured**) temporarily in the **Insured**'s possession provided:

7.2.4.1 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 has been working on if the physical damage or destruction arises from such work; and

7.2.4.2 The **Company**'s limit of liability under this clause 7.2.4 does not exceed the sub limit as stated in the **Policy Schedule** under Terms & Conditions,

Provided further that no indemnity is granted under this **Policy** in respect of liability assumed by the **Insured** under any contract or agreement which requires the **Insured** to effect material damage insurance on premises, property or goods not owned by the **Insured**.

7.3 **Damages** claimed for, and/or the costs of withdrawal, recall, inspection, repair, replacement, disposal or loss of use of the **Insured**'s **Products** or of any property of which such **Products** form a part, if such **Products** or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

7.4 **Damage** to the **Insured**'s **Product** if such **Damage** is attributable to any defect therein or harmful nature or unsuitability thereof.

7.5 Any **Product** guarantee or warranty given by or on behalf of the **Insured**.

7.6 Liability assumed under the terms of a contract, agreement or warranty unless the **Insured** would have been liable in the absence of such contract, agreement or warranty.

7.7 Liability assumed where the **Insured** may have been able to recover from another party but for an agreement between the **Insured** and such party where the **Insured** has waived, released or abandoned any right of recourse or recovery against any other party.

7.8 Any **Product** which is incorporated into the structure, machinery or controls of any aircraft, aerial device, watercraft or hovercraft.

7.9 **Injury** to any **Worker**.

Provided that if the **Insured**:

7.9.1 Is required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited in amount or not) for such Injury; or

7.9.2 Is not required to so insure or otherwise fund such liability by reason only that the **Injury** is to a person who is not an employee within the meaning of the Employees' Compensation Act, 1923 or the **Injury** is not an **Injury** which is subject to the said Act;

Then this **Policy** will respond to the extent that the **Insured**'s liability would not be covered under any such fund, scheme, **Policy** of insurance or self insurance arrangement had the **Insured** complied with its obligations pursuant to the **Workers' Compensation Law**.

7.10 7.10.1 Any **Worker's Compensation Law**;

7.10.2 The provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or

7.10.3 **Employment Practices**.

- 7.11 The loss of use of tangible property which has not been physically damaged or destroyed resulting from:
- 7.11.1 A delay in or lack of performance by or on behalf of the **Insured** of any contract or agreement; or
- 7.11.2 The failure of any **Product** 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 loss of use of other tangible property directly or indirectly caused by, arising out of or in any way connected with or resulting from the sudden and accidental physical damage to or destruction of the **Product** after such **Product** has been put to use by any person or organisation other than the **Insured**.

7.12 Any change in the nature of the **Insured's Business** which:

- 7.12.1 Occurred during the currency of this **Policy**; and
- 7.12.2 Was known by the **Insured**, or would have been known by a reasonable person in the circumstances, to be likely to increase the risk of **Injury** or **Damage** for which indemnity is provided by this **Policy**,

For the purposes of this exclusion, where the **Insured** is a corporate body, the knowledge of any director or officer of the **Insured** shall be deemed to be the knowledge of the **Insured**.

- 7.13 7.13.1 The rendering of or failure to render professional advice or service by the **Insured** or any error or omission connected therewith; or
- 7.13.2 Advice, design, formula or specification given for a fee by the **Insured** or any person covered by **Clause 3** of this **Policy**,

Provided that this exclusion does not apply to the rendering of first aid or medical services on the **Insured's** premises by medical persons employed by the **Insured**.

- 7.14 7.14.1 The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants**, provided always that this **Exclusion 7.14.1** shall not apply to liability which is directly caused by a sudden, accidental, instantaneous, unintended, identifiable and unexpected happening which takes place in its entirety at a specific time and place;
- 7.14.2 Any expenses for the prevention of the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants**;
- 7.14.3 Testing, monitoring, clean up, removal, containment, treatment, detoxifying or neutralising of **Pollutants** or their effect; or
- 7.14.4 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.

The total aggregate liability of the **Company** for all **claims** covered in any one **Period of Insurance** in respect of the proviso in **Exclusion 7.14.1** shall not exceed the **Limit of Indemnity** shown in the **Schedule**.

7.15 **Injury** sustained due to the inhalation or ingestion of, or exposure to:

- 7.15.1 Tobacco or tobacco smoke; or

- 7.15.2 Any ingredient or additive present in any articles, items or goods which contain or include tobacco.
- 7.16 7.16.1 Ionising radiations or contamination from any nuclear fuel or from any nuclear **Waste** from the combustion of nuclear fuel. Combustion shall include any self-sustaining process of nuclear fission or fusion; or
- 7.16.2 Nuclear weapons material.
- 7.17 And regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- 7.17.1 War and military action which includes without limitation the following:
- 7.17.1.1 War, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
- 7.17.1.2 War like action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- 7.17.1.3 Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 7.17.2 Any actual or threatened act of domestic or international **Terrorism** committed by a Person or persons acting:
- 7.17.2.1 Alone or on behalf of or in connection with any organisation; or
- 7.17.2.2 With the goal of furthering any political, social, religious, ideological or similar objective.
- 7.17.3 Action taken to prevent or defend against an act of **Terrorism**.
- If an act of **Terrorism** involves chemical or biological weapons, this **Terrorism** exclusion will still apply.
- If an act of **Terrorism** involves nuclear reaction, nuclear radiation or radioactive contamination, this **Terrorism** exclusion will apply to liabilities that result from such nuclear reaction, nuclear radiation or radioactive contamination in place of **Exclusion 7.16**.
- 7.18 The ownership, maintenance, operation, possession or use by or on behalf of the **Insured** of:
- 7.18.1 Any aircraft or aerial device;
- 7.18.2 Any watercraft exceeding 20 meters in length; or
- 7.18.3 Any hovercraft.
- 7.19 The **Deductible** and/or Self Insured Retention shown in the **Schedule**.
- 7.20 The erection, demolition, alteration of and/or addition to buildings by or on behalf of the **Insured** except for contracts not exceeding in cost the sub-limit as stated in the **Policy Schedule** under Terms & Conditions or 10% of the **Limit of Indemnity** whichever is the lesser.
- 7.21 **Asbestos**.

- 7.22 7.22.1 **Claims** made and actions instituted within the United States of America or Canada, their respective territories and protectorates and any other territory coming within the jurisdiction of the courts of the United States of America or Canada; or
- 7.22.2 **Claims** and actions to which the laws of the United States of America or Canada and their respective territories and protectorates apply.
- 7.23 Fines, penalties, punitive damages, exemplary damages, multiplication of compensatory damages, liquidated damages and/or aggravated damages.
- 7.24 Any alleged or actual fraudulent, dishonest, malicious, wilful or criminal act or omission of the **Insured** or any person covered by **Clause 3** of this **Policy**.
- 7.25 Any **Claim** where the **Injury** and/or **Damage** is prior to the **Retroactive Date**.
- 7.26 7.26.1 Any **Claim** made prior to or existing at the inception of this **Policy**; or
- 7.26.2 Any **Claim** in respect of any fact or circumstance known to the **Insured** prior to or existing at the inception of this **Policy** and which the **Insured** knew or ought reasonably to have known might give rise to a **Claim**; or
- 7.26.3 Any **Claim** or circumstance likely to give rise to a **Claim** stated in the **Proposal Form**, being the basis of this contract; or
- 7.26.4 Any **Claim** or circumstance notified, or which ought to have been notified under any prior **Policy**.
- 7.27 7.27.1 **Injury** and/or **Damage** including the loss of use of property arising out of the presence, ingestion, inhalation, absorption, application of or exposure to **Lead** in any form;
- 7.27.2 Any actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **Lead**;
- 7.27.3 Any loss, cost, expense, **claim** or suit by or on behalf of any person or entity or arising out of any governmental direction or request that the **Insured** tests for, monitors, cleans up, removes, contains, treats, detoxifies or neutralizes **Lead** or its effect; or
- 7.27.4 **Lead** contamination or pollution, whether or not the contamination or pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.
- 7.28 The actual or alleged publication, utterance, oral or written statements which are **claimed** as an infringement, violation or defence of any of the following rights or laws:
- 7.28.1 Copyright, other than infringement of copyrighted advertising materials;
- 7.28.2 Patent;
- 7.28.3 Trade secrets;
- 7.28.4 Trade dress; or
- 7.28.5 Trademark, service mark, certification mark, collective mark or trade name, other than trademarked or service marked titles or slogans.



## 8. General Conditions

- 8.1 As a condition precedent to cover under this **Policy**, the **Insured** shall give written notice to the **Company** as soon as practicable of any **claim** under this **Policy** and shall give all such additional information as the **Company** may require.
- 8.2 No admission, offer, promise, or payment shall be made or given by or on behalf of the **Insured** without the prior written consent of the **Company** who shall be entitled but not obliged to take over the conduct in the name of the **Insured** of the defence or settlement of any **claim** or to prosecute in the name of the **Insured** for their own benefit any **Claim** for indemnity or **damages** or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any **claim** and the **Insured** shall give all such information, assistance and co-operation as the **Company** shall require.
- 8.3 This **Policy** and any endorsements attached to this **Policy** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or the **Schedule** shall bear such specific meaning wherever it may appear.
- 8.4 The amount shown within the **Schedule** as a **Deductible** and/or Self Insured Retention is the first amount for each and every **Claim** which is to be borne by the **Insured** or any person covered by **Clause 3** of this **Policy**.
- 8.5 The **Company** may at any time discharge its total liability to the **Insured** in respect of any one **Claim** or series of **Claims** arising from one occurrence by paying to or on behalf of the **Insured**:
- 8.5.1 The total amount in respect of such **Claim** or **Claims** to which the **Insured** is entitled to indemnity under this **Policy**;
- 8.5.2 The total amount sought by the claimant for such **Claim**; or
- 8.5.3 The total amount for which such **Claim** can be settled,

And in addition to such payment the **Company** will pay **Defence Costs** incurred up to the date of the said payment as provided for by **Clause 6** of this **Policy** and subject to the total **Limit of Indemnity**.

Upon such payment, the **Company** shall relinquish conduct or control of such **Claim** or **Claims** and be under no further liability under this **Policy** in connection with such **Claim** or **Claims** including but not limited to **Defence Costs**.

- 8.6 The construction, interpretation and meaning of the provisions of this **Policy** shall be governed and determined in accordance with the laws of India, and all **Claims** for indemnity under this **Policy** shall be decided in accordance with those laws. The section headings of this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation. All **claims** under this **Policy** shall be settled in Indian Rupees only and all disputes arising out of this **Policy** or concerning this **Policy** shall be subject to the exclusive jurisdiction of the Courts in Mumbai, India.

Any dispute arising out of or in connection with this **Policy** shall be dealt with as per the **Arbitration clause 8.16**.

- 8.7 The **Insured** must:
- 8.7.1 Exercise reasonable care that only competent **Workers** and/or employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;
- 8.7.2 Take all reasonable precautions to:

8.7.2.1 Prevent **Injury** and **Damage**;

8.7.2.2 Prevent the manufacture, sale or supply of defective **Products**; and

8.7.2.3 Comply and make efforts ensure that its **Workers**, servants and agents comply with all statutory obligations, by laws or regulations imposed by any public authority for the safety of persons or property;

8.7.3 At its own expense take reasonable action to trace, recall or modify any **Products** containing any defect or deficiency which defect or deficiency the **Insured** has knowledge of or has reason to suspect; and

8.7.4 Assist and co-operate fully and promptly with the **Company** in the investigation, settlement or defence of any **Claim** or matters relating or in connection thereto.

The amount of any benefit under this **Policy** for any liability arising from **Injury** and/or **Damage** caused or contributed to by the lack of such precautions, measures and compliances shall be reduced by the amount that fairly represents the extent to which the **Company's** interests have been prejudiced thereby.

8.8 Where the premium is provisionally based on the **Insured's** estimates, the **Insured** shall keep accurate records and after expiry of the **Period of Insurance** declare as soon as possible such details as the **Company** requires and the premium shall be adjusted and any difference paid by or allowed to the **Insured** as the case may be subject to any minimum premium that may apply.

8.9 The **Insured** may cancel this **Policy** at any time by giving notice in writing to the **Company**, in which case the **Company** will retain the short period rate as per the following table for the time the **Policy** has been in force:

| Period                   | Rate                   |
|--------------------------|------------------------|
| (Not exceeding)          |                        |
| 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    |

The **Company** may cancel this **Policy** at any time during the currency of the **Policy**, due to misrepresentation, fraud, non-disclosure of material facts or non-co-operation of the **Insured** by giving 30 days' notice in writing to the **Insured** by post or through electronic medium to the **Insured's** last known address. If the **Company** cancels this **Policy** pursuant to this condition, the **Company** will retain a rateable proportion of the premium representing the time on risk subject to a minimum of 10% of total premium.

Where the **Insured** comprises more than one person or **Company**, it is agreed that the **Insured** referred to in the **Schedule** shall be the agent of each of the other **Insured** persons or companies or others indemnified by **Clause 3** for the purposes of receiving any notice of cancellation pursuant to this condition, or any other

notice, statement, document or information relating to this **Policy**. Where the **Insured** has a broker, nothing shall restrict the **Company's** right to notify the broker as agent of the **Insured**.

8.10 Where this **Policy** provides any indemnity to the **Insured** which is prohibited by law, this **Policy** shall be varied by operation of this condition so that this **Policy** does not respond to the extent that the indemnity is prohibited by law.

8.11 All notices required or permitted to be given hereunder shall be sufficiently given if delivered personally, sent by prepaid registered post or transmitted by facsimile telecommunication.

Any notice delivered personally to the party to whom it is addressed shall be deemed to have been given and received on the day and at the time it is so delivered. Any notice transmitted by facsimile telecommunication shall be deemed given and received on the day of its completed transmission as verified by the sending facsimile telecommunication machine. Any notice posted shall be deemed to have been given and received on the second day following the date of its posting but if made or given to or from an address outside India, on the tenth day.

A party may by written notice to the other party change its address or its facsimile telecommunication number from time to time provided that a facsimile telecommunication number is always provided.

8.12 Any amendment or change to or assignment in whole or in part of an interest in this **Policy** shall only be effective if made in writing by a duly authorised representative of the **Company**.

8.13 If any **Claim** under this **Policy** is in any way fraudulent, all benefit under this **Policy** shall be forfeited.

8.14 All **Claims** of a series consequent on or attributable to one source or original cause shall be deemed one **Claim**.

8.15 8.15.1 Words importing persons shall include corporations and other legal entities;

8.15.2 References in the singular shall be deemed to include the plural and vice versa; and

8.15.3 Words depicting any gender include reference to all other genders.

8.15.2 References to any legislation shall refer to such legislation as from time to time amended and in force.

#### **8.16 Arbitration Clause**

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this **Policy**, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this **Policy**, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal

in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

It is a condition precedent to any right of action or suit upon this **Policy** that the award by such arbitrator or arbitrators shall be first obtained.

In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

#### **8.17 Duty Of Disclosure:**

This **Policy** shall be void and all premiums paid hereon shall be forfeited to the **Company** in the event of misrepresentation, misdeclaration, misdescription, fraud or non-disclosure of any material fact or non – cooperation of the **Insured** in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

#### **8.18 Renewal Notice:**

The **Company** shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this **Policy** shall terminate at the expiration of the period for which the premium has been paid.

#### **8.19 Observance of Terms and Conditions:**

The due observance of the terms of this **Policy** by the **Insured** insofar as they relate to anything to be done or complied with by the **Insured** and the truth of the statements and answers in the said Proposal and declaration shall be conditions precedent to any liability of the **Company** to make any payment under this **Policy**. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the **Insured** whether by the said Proposal and Declaration or otherwise, this **Policy** shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this **Policy** and no waiver of alterations to or change in the terms of this **Policy** shall be valid unless made in writing and signed by the **Company**.

#### **8.20 Claim Settlement:**

The **Company** will settle the **Claim** under this **Policy** within 30 days from the date of receipt of necessary documents required for assessing the **Claim**. In the event that the **Company** decides to reject a **Claim** made under this **Policy**, the **Company** shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of IRDAI Protection of Policyholders' Interest Regulations 2017.

#### **8.21 Subrogation:**

The **Insured** shall at the expense of the **Company** do and concur in doing and permit to be done all such acts and things as may be necessary or required by the **Company** in the interest of any rights or remedies or of obtaining relief or indemnity from parties (other than those **Insured** under this **Policy**) to which the **Company** shall be or would become entitled or subrogated upon their paying for or making good any **Claim** under this **Policy** whether such acts and things shall be or become necessary or required before or after the **Insured's** indemnification by the **Company**.

#### **8.22. Other Insurances**

If at the time of any **Claim** there is or but for the existence of this **Policy** there would be other insurances covering the same liability, the indemnity provided by this **Policy** will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this **Policy** not been effected.

### **Grievance Redressal Procedure**

**Grievance**—In case of any grievance relating to servicing the Policy, the Insured Person may contact the Company through Website: [www.libertyinsurance.in](http://www.libertyinsurance.in)

Toll free:1800166584

Email: [care@libertyinsurance.in](mailto:care@libertyinsurance.in)

Courier: 10<sup>th</sup> floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai- 400013

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [gro@libertyinsurance.in](mailto:gro@libertyinsurance.in)

For grievance redressal mechanism and details of grievance office of the Company, kindly refer the link - <https://www.libertyinsurance.in/customer-support/grievance-redressal>.

**Senior Citizens can email us at:** [seniorcitizen@libertyinsurance.in](mailto:seniorcitizen@libertyinsurance.in)

**Insurance Ombudsman –If the** insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. The contact details of the Insurance Ombudsman offices have been provided as Annexure-A

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

The contact details of the **Insurance Ombudsman** offices are as below –

| <b>Areas of Jurisdiction</b>  | <b>Office of the Insurance Ombudsman</b>   |
|---|--|
| Gujarat, Dadra & Nagar Haveli, Daman and Diu.   | Office of the Insurance Ombudsman,<br>Jeevan Prakash Building, 6th floor,<br>Tilak Marg, Relief Road,<br>Ahmedabad – 380 001.<br>Tel.: 079 - 25501201/02/05/06<br>Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>  |
| Karnataka   | Office of the Insurance Ombudsman,<br>Jeevan Soudha Building, PID No. 57-27-N-19<br>Ground Floor, 19/19, 24th Main Road,<br>JP Nagar, 1st Phase,<br>Bengaluru – 560 078.<br>Tel.: 080 - 26652048 / 26652049<br>Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a> |
| Madhya Pradesh and Chhattisgarh   | Office of the Insurance Ombudsman,<br>Janak Vihar Complex, 2nd Floor,<br>6, Malviya Nagar, Opp. Airtel Office,<br>Near New Market,<br>Bhopal – 462 003.<br>Tel.: 0755 - 2769201 / 2769202<br>Fax: 0755 - 2769203<br>Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>  |
| Orissa  | Office of the Insurance Ombudsman,<br>62, Forest park,<br>Bhubneshwar – 751 009.<br>Tel.: 0674 - 2596461 /2596455<br>Fax: 0674 - 2596429<br>Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>  |
| Punjab,<br>Haryana(excluding Gurugram, Faridabad,<br>Sonapat and Bahadurgarh)<br>Himachal Pradesh, Union Territories of<br>Jammu & Kashmir,<br>Ladakh & Chandigarh. | Office of the Insurance Ombudsman,<br>S.C.O. No. 101, 102 & 103, 2nd Floor,<br>Batra Building, Sector 17 – D,<br>Chandigarh – 160 017.<br>Tel.: 0172 - 2706196 / 2706468<br>Fax: 0172 - 2708274<br>Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>           |
| Tamil Nadu,<br>Tamil Nadu<br>PuducherryTown and<br>Karaikal (which are part of Puducherry).   | Office of the Insurance Ombudsman,<br>Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet,<br>CHENNAI – 600 018.<br>Tel.: 044 - 24333668 / 24335284<br>Fax: 044 - 24333664   |

|  |   |
|--|---|
|  | Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>   |
| Delhi &<br>Following Districts of Haryana - Gurugram,<br>Faridabad, Sonapat & Bahadurgarh. | Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road,<br>New Delhi – 110 002.<br>Tel.: 011 - 23232481/23213504<br>Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>  |
| Assam, Meghalaya, Manipur, Mizoram,<br>Arunachal Pradesh, Nagaland and Tripura.            | Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th Floor,<br>Nr. Panbazar over bridge, S.S. Road,<br>Guwahati – 781001(ASSAM).<br>Tel.: 0361 - 2632204 / 2602205<br>Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>   |
| Andhra Pradesh,<br>Telangana,<br>Yanam and<br>part of Union Territory of Puducherry.       | Office of the Insurance Ombudsman,<br>6-2-46, 1st floor, "Moin Court",<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel.: 040 - 23312122<br>Fax: 040 - 23376599<br>Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a> |
| Rajasthan  | Office of the Insurance Ombudsman,<br>Jeevan Nidhi – II Bldg., Gr. Floor,<br>Bhawani Singh Marg,<br>Jaipur - 302 005.<br>Tel.: 0141 - 2740363<br>Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>  |
| Kerala,<br>Lakshadweep,<br>Mahe-a part of Union Territory of<br>Puducherry.                | Office of the Insurance Ombudsman,<br>2nd Floor, Pulinat Bldg.,<br>Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015.<br>Tel.: 0484 - 2358759 / 2359338<br>Fax: 0484 - 2359336<br>Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>                              |
| West Bengal,<br>Sikkim,<br>Andaman & Nicobar Islands.                                      | Office of the Insurance Ombudsman,<br>Hindustan Bldg. Annexe, 4th Floor,<br>4, C.R. Avenue,<br>KOLKATA - 700 072.<br>Tel.: 033 - 22124339 / 22124340<br>Fax : 033 - 22124341<br>Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>   |
| Districts of Uttar Pradesh :   | Office of the Insurance Ombudsman,  |

|  |  |
|--|--|
| <p>Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p> | <p>6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.<br/>Tel.: 0522 - 2231330 / 2231331<br/>Fax: 0522 - 2231310<br/>Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a></p>                                     |
| <p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>  | <p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.<br/>Tel.: 69038821/23/24/25/26/27/28/28/29/30/31<br/>Fax: 022 - 26106052<br/>Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a></p> |
| <p>State of Uttaranchal and the following Districts of Uttar Pradesh:<br/>Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>   | <p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.<br/>Tel.: 0120-2514252 / 2514253<br/>Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a></p>               |
| <p>Bihar, Jharkhand.</p>   | <p>Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.<br/>Tel.: 0612-2547068<br/>Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a></p>  |
| <p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>  | <p>Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.<br/>Tel.: 020-41312555<br/>Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a></p>                         |



**Information about Us**

**Liberty General Insurance Limited**

**Address:** 10<sup>th</sup> Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013

**Website:** <https://www.libertyinsurance.in/>

**E-mail:** [care@libertyinsurance.in](mailto:care@libertyinsurance.in)

**Customer Service:** [care@libertyinsurance.in](mailto:care@libertyinsurance.in)

\*