

**Zurich Kotak General Insurance Company (India) Limited.**  
(Formerly known as Kotak Mahindra General Insurance Company Limited)

**Registered Office:** 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India.

**ZK - 24-25/v1**

## **Maxima Commercial General Liability Insurance Endorsement Wording**

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

### **Additional Insured Endorsement**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

**Additional Insured** as follows are covered under this **Policy** as required by written contract, but only with respect to liabilities arising out of their operations performed by or for the **Insured** but excluding any negligent acts committed by such **Additional Insured**.

The Definition of **Insured** is amended to include an additional **Insured**:

**Additional Insured:** XXX

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

### **Automatic New Subsidiary Cover**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

If during the **Policy Period** the **Insured** acquires or creates a new subsidiary/entity then that legal entity shall be covered as a subsidiary under this **Policy** with effect from the date of acquisition or creation unless at the time of such acquisition, the legal entity is:

- i) domiciled in the United States of America or Canada, its territories and possessions and any state or political subdivision thereof;
- ii) turnover greater than the 25% of the turnover of the **Insured** in which case the **Insured** shall provide the **Insurer** with full information, pay any additional premium and agree to any amendment to the provisions requested by the **Insurer** to obtain cover as a subsidiary for such legal entity.
- iii) Not engaged in the same business as the **Insured** as specified Item 2 of the **Schedule**

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

### **Batch Clause Endorsement**

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

That the insurance provided under this **Policy** with respect to **Bodily Injury** and/or **Property Damage** resulting from the **Insured's Products** shall apply as follows:

Should a batch(es) of merchandise or products from one prepared or acquired lot or processing method or attributable to one underlying cause after being sold, cause **Bodily Injury** and/or **Property Damage** to more than one person, all such **Bodily Injury** and/or **Property Damage** resulting from such batch(es) or lot(s), shall be considered as resulting from one common **Accident**, directly caused by **Insured's Products** and the date on which the **Insured** receives the first indication or knowledge of the **Claim**, will determine the policy year responding to the **Claim**.

Address: XXX

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement shall apply automatically for a period of 60 days from the date the **Insured** acquires control or holding of such entity provided the **Insured** shall submit in writing to the **Insurer** the particulars of such entity, in any case, prior to the end of the **Policy Period**. At the **Insured's** request, cover may be extended for a longer period of time provided that the **Insured** provides the **Insurer** with sufficient details during such 60-day hold cover period to permit the **Insurer** to assess and evaluate its exposure with respect to such entity and the **Insured** accepts any consequent amendments to the **Policy** terms and conditions, including payment of any reasonable additional premium required by the **Insurer**.

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

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

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (**Insured**) by **Zurich Kotak General Insurance Company (India) Limited**.

#### **Designated Premises Endorsement - Broad**

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that:

Subject to all **Policy** terms, conditions and exclusions, this insurance applies to **Bodily Injury, Property Damage**, Fire Damage and Medical Expenses arising out of the ownership, renting, maintenance or use of the premises by the **Insured** and for operations necessary or incidental to those premises.

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (**Insured**) by **Zurich Kotak General Insurance Company (India) Limited**

#### **Business Definition Endorsement**

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

The following definition is added to Section 4 **Definitions**:

**Business** means all activities and operations specified in Item 2 of the **Schedule** and includes:

- the provision and management of catering, social, sports, welfare, childcare, theatrical and related facilities including galas for the benefit of **Employees**;
- the provision of fire, first aid, ambulance and security services;
- at the **Insured's** discretion, private work carried out by an **Employee** for a director or partner or **Employee** of the **Insured's**;

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (**Insured**) by **Zurich Kotak General Insurance Company (India) Limited**

#### **Personal property under Care, Custody and Control extension**

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that:

The insurance under this **Policy** shall extend to include legal liability of the **Insured** for **Loss** / damage to personal property of third parties carried or brought on their person, whilst in the Care, Custody or Control of the **Insured**.

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

In no case, shall the **Policy** cover loss of monies, securities, documents (including credit cards) and plan.

Provided that, the Liability of the **Insurer** under this extension shall

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (**Insured**) by **Zurich Kotak General Insurance Company (India) Limited**.

#### **Chemical Product Exclusion List Endorsement- Specific to Chemical Sector**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any loss in connection with the **Insured's** manufacturing or sales of following chemicals:

- 2, 3, 7, 8-TCDD (2, 3, 7, 8-tetrachlorodibenzo-p-dioxin);
- Formaldehyde
- Urea Formaldehyde
- MTBE (methyl tertiary-butylether)
- Personal injury caused by the inhalation of crystalline silicon dioxide(SiO<sub>2</sub>)
- Lead/Lead paint

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

- the ownership, maintenance, repair and occupation of premises or facilities belonging to the **Insured**;
- attendance at or participation in trade fairs, events, shows and exhibitions by any **Employee** in connection with their employment;
- provision of sponsorship.

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

- Mercury
- Phthalates
- Persistent Organic Pollutants such as Aldrin, Chlordan, DDT, Dioxin, Endrin, Furan, Heptachlor, Hexachlorbenzen, Mirex, PCBs, Toxaphen or any materials containing any of the mentioned substances in whatever form or quantity
- Agent Orange
- Benlate (benomyl)
- Organotin compounds like: Monobutyl Tin (MBT), Dibutyl Tin (DBT), Trbutyl Tin (TBT)
- Fire retardants such as: Tetra bromophenol-A(TBBA), Brominated Diphenyl Ethers (BPE), Poly brominated Diphenyl Ethers (PBPE), Decabrom Biphenyl oxide
- Chlorinated Fluorocarbons (CFC)
- Chromated Copper Arsenate (CCA)

- Bis-phenolA
- Biocides: Triclosan, Pyrethroids, Dichlofluanid, Tebuconazol, Propiconazol, Lindan, Kathan
- ChromeVI
- Sulfonylurea
- Perchloroethylene/Tetrachloroethylene
- Trichloroethylene
- Atrazine
- Short-Chain-Chlorinated-Paraffins(SCCPs)

- Beryllium
- Bensole
- XXXXXX
- XXXXXX

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### Control Group Clause

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

It is hereby agreed and declared that the **Insured** shall deem to have knowledge of **Claims**, events, circumstances, **Accident**, offence or a suit only if the "Control Group" comprising persons declared by the **Insured** have knowledge of the same or the same have been brought to their attention.

This "Control Group" shall be declared and recorded in the **Policy** and shall comprise persons such as the **Insured's** Risk Manager or General Counsel or persons in equivalent positions in active and permanent employment of the **Insured**.

Even if the **Claims**, events, circumstances, **Accident**, offence or a suit is brought to knowledge of any one member of the "Control Group", it

will be deemed to be in knowledge of the entire "Control Group".

For the purpose of this Endorsement the "Control Group" is defined as:

1. XXXXX
2. XXXXX

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### Discharge of Treated Effluents Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include legal liability of the **Insured** for **Bodily Injury** and/ or **Property Damage** to or loss of use of property arising out of accident directly caused by treated effluents whilst being carried by pipelines outside the premises **Insured** to the XXX Km discharge point on land as declared to the **Insurer** and claims made during the **Policy Period**.

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

Provided always that:

1. The statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.

2. All other terms, conditions provisions and exceptions the **Policy** shall apply to this extension as if they have incorporated herein.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

#### Employer's Liability Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

The insurance under this **Policy** shall include Employer's Liability which covers **Bodily injury** to:

1. An **Employee** of the **Insured** arising out of and in the course of:
  - a. Employment by the **Insured**; or
  - b. Performing duties related to the conduct of the **Insured's** business specified in Item X of the **Schedule**; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph above.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### Events Extension Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

The **Insurer** would indemnify the **Insured** for any legal liability arising out of **Bodily Injury** and/ or **Property Damage** occurring at any event (excluding hazardous events) organised by, attended by or participated by the **Insured** arising in connection with the business specified in Item 2 of the **Schedule**.

Provided that, the Liability of the **Insurer** under this extension shall

be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### Failure to Supply Exclusion Endorsement for Utility Sector

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** shall not apply to any liability for **Bodily Injury** and/ or **Property Damage** arising out of the complete or partial failure to supply Electricity, Internet Connectivity, Gas or Water.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

#### Financial Institutions Exclusion Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any Liability arising out of **Bodily Injury** and/ or **Property Damage** arising out of/ to:

- The ownership, maintenance, operation, use, loading or unloading of any aircraft or watercraft in which the **Insured** has any financial interest;
- Any property held by or in care, custody or control of the **Insured** while the **Insured** is acting in any fiduciary capacity;
- Money, currency, coin, bank notes, reserve notes, postage and revenue stamps, bullion, precious metals of all kinds, and in any form articles made from such precious metals, jewellery, watches, necklaces, bracelets, gems precious and semi-precious' stones, bonds, securities, evidences of debts, debentures, script, certificates, receipts, warrants, rights, transfers, coupons, drafts, bills of exchange, acceptances, notes, checks, withdrawal orders, money orders, travellers checks, letters of credit, bills of lading, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or upon chattels and upon interests therein, and assignments of such policies, mortgages and instruments, and other valuable papers and documents, and all other instruments similar to or in the nature of the foregoing;

(d) Any act, error, or omission of any **Insured** or any agent or sub-agent of any **Insured** while acting in any fiduciary capacity. The term fiduciary capacity as used in this endorsement shall include, but not be limited to:

- Administrator, executor, trustee under will or personal trust agreement, committee for incompetents, guardian, and agent or sub-agent for any of the foregoing, custodian of securities, manager of real or personal property; or
- Interest or dividend disbursing agent, paying agent, fiscal agent, transfer agent, registrar, agent for voting trustees, warrant agent, depository, or agent for a committee of holders of stock or securities, escrow agent or in any similar trust capacity, including trustee under a corporate bond indenture, a sinking fund agent or receiver or trustee appointed by any court in receivership, bankruptcy or re-organization proceedings.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### Financial Loss Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Insurer** will indemnify the **Insured** for any **Loss** arising due to an **Accident** which occurs due to or arises out of a defect in a **Product** which is sold or supplied in the course of the **Insured's Business** and which results in **Financial Loss**, provided that:

- the **Accident** takes place during the **Period of Insurance**
- the **Accident** takes place in a Territory specified in the **Schedule**
- the sub-limit specified in the **Schedule** is the maximum, total and cumulative liability of the **Insurer** in respect of any and all **Claims** under this Extension during the **Policy Period**;
- the **Financial Loss** due to the **Product(s)** was in curred during the **Policy Period** and such **Product(s)** were manufactured, sold, handled or distributed on or after the

**Retroactive Date** specified in the **Schedule**;

- there was unqualified acceptance of the **Product** by the **Insured's** customer;
- there was a need for the **Product** to be recalled, replaced or reworked

The **Insurer's** liability, pursuant to this Extension, for **Loss** in curred by the **Insured** will be in excess of the **Financial Loss Deductible** amount specified in the **Schedule** for any one **Financial Loss Accident**. The **Insurer** will be liable for the **Financial Loss Deductible** amount which will remain un-insured. If the **Insurer** advances any **Loss** for which the **Deductible** applies under the **Policy**, the **Insured** agrees to reimburse the **Insurer** immediately to the full extent of the **Deductible** upon the **Insurer** notifying the **Insured** of the **Loss** so advanced.

For the purpose of determining the applicability of the sub-limit and the **Financial Loss Deductible** applicable under this Extension, all **Financial Loss** arising out of, due to the same **Accident** shall be considered as arising out of one **Financial Loss** event. It is agreed that there shall be no limit to the number of payments resulting from one **Financial Loss** event which maybe made by the **Insurer** until the sub-limit has been reached.

It is here by agreed and understood that the insurance cover provided under this Extension is subject to the terms, extensions, Exclusions and General Conditions contained in the **Policy** or endorsed thereon. Without prejudice to the generality of the foregoing, the General Conditions as applicable to **Claims** covered under the **Policy** shall apply mutatis mutandis and is to **Claims** made in respect of **Financial Loss** covered under the **Policy**, unless repugnant to the context or contrary to **Policy** terms made specifically applicable to **Claims** made in respect of **Financial Loss**.

**Definitions applicable to this Extension**

**Financial Loss** means a pecuniary loss or expense not incurred in respect of **Bodily Injury** and/ or **Property Damage** (unless such damage consists solely of sudden physical damage to **Products** after such **Products** have been put to their intended use), sustained by any of the **Insured's** customers resulting from the defective or harmful condition of the **Insured's Products** or their failure (or any part thereof) to perform the function for which they were supplied to the customer by the **Insured**.

**Exclusions Applicable to this Extension**

With respect to this Extension, the **Insurer** shall not be liable to make payment under this **Policy** for any **Loss** directly or indirectly based upon, caused by, connected with, in any way involving, attributable to or arising out of:

- Advice, design, specification or formulae given by the **Insured** which is not pursuant to the supply of the **Insured's Products**; or which is given for a fee;
- Non-performance, non-completion or delay in the performance of a contract by the **Insured**, financial default or insolvency;
- Fraud, dishonesty, deceit or injurious falsehood or passing off for defamation or infringement of patent copyright trade mark or trade name or other form of intellectual property;
- 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 party;

- Failure of the **Insured** to take reasonable steps to prevent the **Financial Loss**;
- Breach of trust, breach of warranty of authority or breach of duty owed to shareholders, investors or partners by any director or officer;
- Liability arising from interactions between a computer or electronic system:
  - o belonging to the **Insured**; or
  - o for which the **Insured** is responsible; or
  - o which is being operated on behalf of the **Insured**
- The design, planning or supervision of building or construction works and any testing or advisory activity in connection therewith;
- The estimation of construction, manufacturing or other costs;
- **Losses** incurred by licensees under licence agreements or other third parties under contract concerning the transfer of research results or formulae;
- **Pollution**
- **Loss** of use of tangible property which has not been physically damaged or destroyed;
- Pure financial loss such as loss of goodwill or loss of market.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**. All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.  
 Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year  
 Territory and Jurisdiction: XXXX  
 Dated XX (DD), XXX (Month), 20XX at Mumbai  
 For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

**Coverage for Fines, Penalties, Punitive and Exemplary Damages Endorsement**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The coverage under this **Policy** is extended to indemnify the **Insured** for any fines, penalties, punitive or exemplary damages or any other **Damages** resulting from the multiplication of compensatory damages, wherever insurable by law, awarded in respect of liability otherwise covered as per the terms and conditions of this **Policy**. Therefore, the Definition of "**Damages**" under Section 5.7 shall read as follows:

5.7 "**Damages**" means monetary sums (including claimant's costs) payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the **Insured**, and shall include fines, penalties, punitive or exemplary and/or aggravated damages and/or any additional damages resulting from the multiplication of

compulsory damages, which the **Insured** is financially liable to pay, wherever insurable by law, awarded in respect of liability otherwise covered as per the terms and conditions of this **Policy**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**. All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.  
 Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year  
 Territory and Jurisdiction: XXXX  
 Dated XX (DD), XXX (Month), 20XX at Mumbai  
 For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

#### **Food and Beverages Endorsement**

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

The **Insurer** will pay to the **Insured**, all sums that the **Insured** is legally liable to pay, arising from or attributable to **Claims** due to **Bodily Injury** and/or **Property Damage** caused by foreign or deleterious matter in food, beverages and/or any other edible items supplied by the **Insured**, provided always that the **Insured** shall take every possible precaution to prevent supply of any food/beverages/edible items which are not:

- a) in good condition;

- b) free from contamination;
- c) are fit for human consumption.

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### **Garage-keepers and Valet Liability Endorsement**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include legal liability of the **Insured** for **Loss/ Property Damage** suffered by bonafide guests while availing of the Garage or Valet parking facility at the **Insured** premises and demarcated parking lots outside the premises, secured, managed and operated by the **Insured**.

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of **Loss** or **Property Damage** suffered by bonafide guests unless;

- i. The parking area maintained by the **Insured** is protected by security guards

- ii. Specifically covered under Care Custody Control coverage under the **Policy**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction - XXXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### **INCIDENTAL MEDICAL MALPRACTICE**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Policy** extends to cover any liability arising out of first-aid or any other medical facilities rendered to any third party by the **Insured** subject to the **Insured's** own business not primarily be offering such or likewise medical services.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit**

**of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

#### **Minor Civil Works Endorsement**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Policy** covers legal liability arising out of **Property Damage** and/or **Bodily Injury** attributable to minor civil works, total project cost not exceeding INR 5 Cr being done at premises of the **Insured**.

This coverage is subject to following:

- No cover for liability arising out of **Property Damage** to surrounding property belonging to **Insured** and /or their Principal and/or their Contractors and/or their Sub Contractors
- No cover for property being worked upon by the **Insured** and/or their Contactors and/or their Sub-Contractors

- No cover for the **Bodily Injury** of the **Employees** of the **Insured** and/or the Principal and/or their Contractors and/or their Sub Contractors.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction- XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### Mitigation Costs Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Insurer** will solely at its discretion indemnify the **Insured** against costs and expenses necessarily incurred with the prior written consent of the **Insured** in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a **Claim** under this **Policy**;

Provided that:

- (i) The onus of proving such a **Claim** under this extension shall be upon the **Insured** and it will be obliged to give prior written notice to the **Insured** during the **Policy Period** of its intention to take action that will incur such loss;
- (ii) The quantum of any such **Claim** shall, in the reasonable opinion of the **Insurer**, exceed the value of any mitigation expenses;

- (iii) Such mitigation expenses shall not include any element of profit, or loss of profit, to the **Insured** or Third Party.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### Blending and Mixing Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Insurer** will indemnify the **Insured** up to the **Limit of Indemnity** for any **Accident** happening during the **Period of Insurance** in respect of all sums that the **Insured** shall become legally liable to pay for **Bodily Injury** and/or **Property Damage** arising from:

- a. A **Defect** to or in an **End Product** caused where a **Product** is an ingredient or additive incorporated into or forming a part of an **End Product** where the **Product** or any part thereof is in itself either defective or unsuitable.

or

- b. A **Defect** to or in an **End Product** caused where a **Product** or part thereof contaminates an **End Product** where the **Product** or any part thereof is in itself either defective or unsuitable.

Such indemnity will also include legal liability of the **Insured** for consequential losses directly arising from a **Claim** under paragraphs a. or b. of this Extension.

For purposes of this Extension

- An **End Product** means material property that is not a **Product** of the **Insured** under this **Policy**.
- A **Defect** shall have the ordinary meaning of a defect but shall also include circumstances where the **End Product** is not fit for purpose.
- Any contractual liability exclusion within this **Policy** shall not apply to the extent that it excludes implied contract terms under statute relating to quality and fitness for purpose.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

#### Designated Premises Endorsement - Narrow

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that:

Subject to all **Policy** terms, conditions and exclusions, this insurance applies to **Bodily Injury, Property Damage**, Fire Damage and Medical Expenses arising out of the ownership, renting, maintenance or use of the following premises by the **Insured**:

1. XXXXXX
2. XXXXXX
3. XXXXXX

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

#### Non-Manual Travels by the Insured

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Policy** covers legal liability arising out of travel of executives of the **Insured** anywhere in the world for non-manual business visits only.

Provided that, the Liability of the **Insurer** under this extension shall

not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

### **Non-Owned and Hired Auto Liability Endorsement**

The **Insurer** will pay those sums that the **Insured** becomes legally liable to pay as **Damages** and any **Defence Costs** related thereto because of **Bodily Injury** and/ or **Property Damage** caused by an **Accident** and arising out of the maintenance or use, including **Loading and Unloading**, of any **Non Owned Auto** and/ or **Hired Auto**.

### **Specific exclusions applicable to Non-Owned and Hired Automobile Liability**

Coverage granted under this endorsement does not apply to:

- (a) **Bodily Injury** to any **Insured** or any **Employee** out of and in the course of his employment by the **Insured**. This exclusion does not apply to any such injury arising out of and in the course of domestic employment by the **Insured** unless benefits therefore are in whole or in part either payable or required to be provided under any Workmen's Compensation law;
- (b) **Property Damage** to
  - i) Property owned or being transported by the **Insured**, (even if Transportation Cover is provided under Insuring Clause 3.2)
  - ii) Property rented to or in the Care, Custody or Control of the **Insured**, or to which the **Insured** is, for any purpose, exercising physical control, other than **Property Damage** to a residence or private garage by a **Private Passenger Auto** covered by this Insurance;
- (c) **Bodily Injury** and/ or **Property Damage** arising out of **Pollution** (even if Pollution Cover is provided)

For the purposes of this Optional extension the following are defined as **Auto**:

Means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **Auto** does not include **Mobile Equipment**.

#### **Hired auto**

means an **Auto** not owned by the **Insured** named in the **Schedule** which is used under contract on behalf of, or loaned to, the **Insured** named in the **Schedule**, provided such **Auto**, is not owned by or registered in the name of (a) a partner or executive officer of the **Insured** or (b) an **Employee** or agent of the **Insured** in the **Schedule** who is granted an operating allowance of any sort for the use of such **Auto**;

#### **Loading or Unloading**

means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or **Auto**;
2. While it is in or on an aircraft, watercraft or **Auto**; or
3. While it is being moved from an aircraft, watercraft, or **Auto** to the place where it is finally delivered;

But **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **Auto**.

#### **Mobile Equipment:**

Means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to

permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment;
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile equipment** but will be considered **Autos**.
- a. Equipment designed primarily for:
    - i. Snow removal;
    - ii. Road maintenance, but not construction or resurfacing; or
    - iii. Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps, and generators, including spraying, welding, building, cleaning, and geophysical exploration, lighting and well servicing equipment.

#### **Non-Owned Auto**

Means an **Auto**, which is neither owned automobile nor a **Hired Auto**.

#### **Private Passenger Auto**

means a four -wheel private passenger or station wagon-type **Auto**.

#### **Insured:**

- i) The **Insured** named in the **Schedule**;
- ii) Any Partner or Executive Officer thereof, but with respect to a **Non-Owned Auto**, only while such **Auto** is being used in the business of the named **Insured**;
- iii) any other person while using a **Hired Auto** with the permission of the named **Insured**, provided his actual operation or (if he is not operating) his other actual operation thereof is within the scope of such permission, but with respect to **Bodily Injury** or **Property Damage** arising out of the **Loading or Unloading** thereof, such other person shall be an **Insured** only if he is:
- iv) a lessee or borrower of the **Auto**, or
- v) an **Employee** of the **Insured** or of such lessee or borrower;
- vi) any other such person or organization but only with respect to his or its liability because of acts or omissions of an **Insured** under (i), (ii) or (iii) above.

None of the following is an **Insured**:

- i) any person while engaged in the business of his employer with respect to **Bodily Injury** to any fellow employee of such person injured in the course of his employment;
- ii) the owner or lessee (of whom the **Insured** is a sub lessee) of a **Hired Auto** or the owner of a **Non-Owned Auto**, or any agent or employee of any such owner or lessee;
- iii) an Executive Officer with respect to an **Auto** owned by him or by a member of his household;
- iv) any person or organization, other than the **Insured**, with respect to:
  - (a) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance held by the **Insured** (except a trailer designed for use with a **Private Passenger Auto** and not being used for business purposes with another type motor vehicle), or
  - (b) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance held by the **Insured organisation**;
- (v) any person while employed in or otherwise engaged in duties in connection with the business or occupation of selling, repairing, servicing, storing, or parking **Auto**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

#### Non-cancellation Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** may not be cancelled by the **Insurer** except for:

- Non-payment of the premium by the **Insured**

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### Opioid Exclusion – USA.

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any liability for **Bodily Injury** and/ or **Property Damage** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving:

- 1) Any actual or alleged abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any:
  - a. Opioid or narcotic drug, Opioid or narcotic medication or opioid or narcotic substance of any type, nature or kind including, but not limited to codeine, fentanyl, hydrocodone, oxycotin, hydromorphone, meperidine, methadone, oxycodone or naloxone or;
  - b. Any controlled substance under the Controlled Substance Act or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law
- 2) Any actual or alleged failure or inadequacy of any control or monitoring required to prevent or report suspicious behaviour relating to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution,

- Misrepresentation/ misdescription or for any non-disclosure of any material fact in the Proposal form.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

diversion, risks of and / or addiction to any substance referenced in 1. above including, but not limited to, any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law;

- 3) Any actual or alleged failure to warn or inadequacy of any warnings, labels or instructions related to the use, abuse, misuse, inappropriate use, illicit use, overuse, overdose, unlawful distribution, improper distribution, diversion, risks of and / or addiction to any substance referenced in 1. above;
- 4) Any advertisements, warranties, representations, literature, marketing or informational materials related to any substance referenced in 1. above; or
- 5) Any actual or alleged failure or inadequacy of any controls, practices or procedures related to the marketing, sale, storage, safeguarding and distribution of any substance referenced in 1. above

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

#### Personal and Advertising Injury Endorsement

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the **Insurer** will pay those sums that the **Insured** becomes legally liable to pay as **Damages** and **Defence Costs** related thereto because of **Personal Injury** or **Advertising Injury** to which this insurance applies.

**Personal Injury** means:

means injury, including consequential **Bodily Injury**, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

**Advertising Injury** means:

Means injury arising out of one or more of the following offenses:

- a) Infringement of copyright of, or passing off of a title or slogan;
- b) Unfair competition, piracy, idea misappropriation or style of doing business, contrary to an implied contract;

c) Invasion of privacy; or

d) Defamation, libel, slander of a person or organisation or disparaging of a person's or organisation's goods, products or services; committed or alleged to have been committed during the **Period of Insurance** in any **Advertisement**, publicity article, broadcast or telecast arising out of the **Insured's** advertising activities or any advertising activities conducted on the **Insured's** behalf, in the course of advertising the products, goods or services related to those products.

#### Specific exclusions applicable to this endorsement:

This insurance does not apply to **Personal Injury** or **Advertising Injury**:

- a. Caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury** or **Advertising Injury**;
- b. Arising out of oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity;
- c. Arising out of oral or written publication of material whose first publication took place before the beginning of the **Policy Period**;
- d. Arising out of a breach of contract, except an implied contract to use another's advertising idea in the **Insured's Advertisement**;
- e. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the **Insured's Advertisement**;
- f. Arising out of the wrong description of the price of goods, products or services stated in the **Insured's Advertisement**;

- g. Committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion applies only to **Advertising Injury**
- h. Arising out of Electronic chat rooms or bulletin boards the **Insured** hosts, owns or over which the **Insured** exercises control;
- i. arising out of the unauthorized use of another's name or product in the **Insured's** e-mail address, domain name or meta tag or any other similar tactics to mislead another's potential customers

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of**

**Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### Pharmaceutical Products Exclusion List

Not with standing anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** does not cover any Liability arising out of **Bodily Injury** and/ or **Property Damage** due to the following substances sold or manufactured by the **Insured**:

- i. Diethylstilbestrol("DES");
- ii. Any **Product** containing Phenylpropanolamine (PPA) or any of its salts in racemic or pure enantiomeric form, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any **Product**;
- iii. Fenfluramine, Dexfenfluramine and Phentermine alone or in combination with other active substances which induce an increase in serotonin levels;
- iv. Any **Product** containing Fluoxetine or any of its salt in racemic or pure enantiomeric form, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any other **Product**;
- v. Any **Product** containing Methylphenidate (MPH) or any of its salts in racemic or pure enantiomeric form, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any other **Product**;
- vi. Any **Product** containing Thalidomide, regardless of whether or not the **Product** is used for its intended purpose, either alone or in combination with any other **Product**;
- vii. Any **Product** containing Thiomersal (Thimerosal) or organomercurials or mercury or any of its salts which causes or allegedly causes directly or indirectly neurotoxic effects or any form of harm to the central nervous system of humans
- viii. **Personal Injury** resulting from errors in production or manufacturing, or as respects vaccines produced solely for use in animals is covered.
- ix. AIDS vaccines, irrespective of their method of manufacture;
- x. **Products** designed for use in human medicine and manufactured using human or animal organic materials which cause or allegedly cause directly or indirectly infection with any form of infectious agent (e.g. HIV virus or AIDS or early stages of AIDS, any other virus, bacteria, fungi, prions etc.) including but not limited to human or animal blood, sperm, organs, bodily fluids or excreta; provided, however, that this exclusion shall not apply as respects products (other than vaccines) which have been tested for the absence or presence of an infectious agent using State-Of-The Art methods and in which the infectious agent has been rendered inactive.
- xi. Any **Product** containing silicone which is in any form implanted or injected in the body; In addition to the above general pharmaceutical exclusion list, the following critical products/active ingredients need to be excluded if they form or have formed part of the

**Insured's Product** portfolio:

- Amphetamines
- Alosetron
- Cisapride
- Lymerix

- Paroxetine
- Troglitazone
- Amiodarone
- Apomorphine
- Astemizol
- Bromfenac
- Bromocriptin
- Bupropion
- Butorphanol
- Canthaxanthin
- COX-2 Inhibitors
- Dicyclomine
- Dorbandex (Danthron)
- Encainide
- Ephedrines/Pseudoephedrines
- Estrogenes /Progestrogenes
- Ethisterone
- Flosequinan
- Germanium
- Glitazone
- Grepafloxacin
- Hormone Replacement Therapy Products
- Hydroquinone
- 8-Hydroxyquinolones
- Itraconazol
- Kava-Kava
- Leflunomide
- Levonorgestrel
- Mibrefradil
- Nefazodone
- Norethisterone acetate
- Oral Contraceptives
- Retinoic acid
- Rapacuronium
- Remoxiprid
- Sibutramin
- Sildenafilil, Vardenafil, Tadalafil
- Sumatriptan
- Temafloxacin
- Terbinafine
- Terfenadine

- Theophyllin
- **TNF-Blocker**
- Trovafloxacin/Alatrofloxacin
- L-Tryptophan

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

**Primary and Non-contributory Clause**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

Cover under this **Policy** is written specifically on a primary and non-contributory basis in case of insurance and indemnification available from any other source. Any other insurance and indemnification would be considered as excess over limits afforded under this **Policy**.

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

**Product Guarantee Endorsement**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Policy** covers the costs of removal, recovery, repair, alteration, treatment, replacement or destruction of any **Product** or works (or any part of either) which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired, altered, treated, dispatched or delivered by or on behalf of the **Insured** in the normal course of the **Insured's** business as described in the **Schedule**.

The maximum liability of the **Insurer** shall not exceed the **Limits of Indemnity** specified in Item No. XX of the **Schedule** and within the Territory specified in Item No. XX of the **Schedule**. The **Insurer** will pay in excess of the applicable **Product Guarantee Deductible** as specified in Item No. XX of the **Schedule**.

Exclusions applicable to this coverage

1. Claim or liability for claim arising in connection with **Products** prior to their unqualified acceptance by the **Insured's** immediate customer, acceptance being deemed to mean:
  - a. In the case of contracts for the supply only of **Products**, the acceptance of delivery by or on behalf of the **Insured's** customer (where delivery to the **Insured's** customer is in stages and is recognised as such by the issue of delivery notes or the like, acceptance of each stage so recognised shall be deemed to have taken place);
  - b. In the case of any contract which requires erection, construction or installation of **Products** by or on behalf of the **Insured** at the customer's premises or site, the practical completion of such erection, construction or installation to the satisfaction of the customer.

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

**Product Recall Endorsement**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

**1. Insuring Agreement**

**Coverage A - First Party Product Recall Expenses**

The **Insurer** will pay the **Insured** for the covered **Product Recall Expense**, which the **Insured** incurs arising out of a **Covered Accident**, in excess of the **Product Recall Deductible** mentioned in the **Schedule**. The earliest of the initial written publication or initial notice to the **Insurer** of the **Covered Accident** must take place during the **Policy Period**, and the **Covered Accident** must take place in the Territory defined in the Item No. XX of the **Schedule**. The amount the **Insurer** will pay is limited as mentioned under **Product Recall**

Dated XX (DD), XXX (Month), 20XX at Mumbai  
For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

2. Circumstances known to the **Insured** prior to the commencement date of this extension
3. Non-performance, non-completion or delay in the performance of a contract by the **Insured**, financial default or insolvency;
4. Fraud, dishonesty, deceit or injurious falsehood or passing off or infringement of patents, copyright trademark or trade name or other for intellectual property;
5. Loss of use of/ defect arising in a **Product** as a result of
  - a. variation in temperature conditions
  - b. after the **Product** is no longer in the custody of the **Insured**.

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that, a claim or claims arising out of a **Covered Accident** shall be for the **Insured's Products** produced in a single manufacturing run or batch i.e. only the claim(s) relating to or involving the entire batch will be considered. A claim or claims for the **Insured's Products** not relating to or not involving an entire batch will not be considered under this **Policy**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

**Expenses** sub-limited in the **Schedule**.

**Coverage B - Third Party Product Recall Expense**

The **Insurer** will pay the **Insured** for the **Product Recall Expenses** incurred by customers or third parties because the use or consumption of the **Insured's Product(s)** has resulted out of **Covered Accident**, in excess of the **Product Recall Deductible** mentioned in the **Schedule**.

**2. Deductible**

The **Insured** will be responsible for the Deductible mentioned in Item XX of the **Schedule**.

The **Insurer** will only pay for loss of any one **Covered Accident** if the amount of **Product Recall Expense**, as the case may be is in excess of the **Deductible** and then only up to the applicable limits of insurance mentioned in Item XX of the **Schedule** applicable to this coverage.

If a loss for any one **Covered Accident** is incurred, which is

insured under multiple coverage sections, then only one **Deductible** shall apply, which will be the highest applicable **Deductible**.

### 3. **Exclusions**

The **Insurer** will not pay for the following **Product Recall Expenses**:

- 3.1. Arising out of a decrease in **Product** sales due to loss of customer faith or approval or any costs incurred to attempt an increase in **Product** sales or regain customer confidence, realized subsequent to the announcement of the **Covered Accident**.
- 3.2. Arising out of a recall of any product of a competitor similar to the **Insured's Product**.
- 3.3. For the cost or expense to recalibrate or retool or to design or redesign any **Product**.
- 3.4. Arising out of an intentional act or omission that the **Insured** knew or should have known could reasonably lead to a **Covered Accident**.
- 3.5. Arising out of the natural deterioration, decomposition or transformation of chemical structure except as are subsequent to a mission in the manufacture of **Insured's Products**.
- 3.6. Arising from **Insured's** dishonest, wilful, wanton, fraudulent, criminal or malicious act, error or omission.
- 3.7. Arising out of the failure of the **Insured's Product(s)** to accomplish its intended purpose, unless the use or consumption of the **Insured's Product(s)** or any property of which such goods or **Products** form a part has resulted in **Bodily Injury** and/or **Property Damage**, or objectively poses actual and imminent danger of resulting in **Bodily Injury** and/or **Property Damage**.
- 3.8. Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency, unless the use or consumption of the **Insured's Product(s)** or any property of which such goods or **Products** form a part has resulted in **Bodily Injury and/ or Property Damage**, or objectively poses actual and imminent danger of resulting in **Bodily Injury and/ or Property Damage**.
- 3.9. Arising out of any pre-existing condition or situation that the **Insured** knew or should have known prior to the initial attachment of coverage under this **Policy** or any predecessor or policy issued by the **Insurer** could cause a **Covered Accident**.
- 3.10. Based on the sale of the **Insured's Product(s)** in any jurisdiction after the **Insured** knew or should have known that the **Insured's Product(s)** had been banned or declared unsafe by the governmental authority of that jurisdiction.
- 3.11. Arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of **Pollutants**.
- 3.12. Arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or relating to any obligation the **Insured** may have to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.
- 3.13. Arising out of the presence, ingestion, inhalation or absorption of or exposure to lead in any former **Products** containing lead or leaded materials.
- 3.14. For any **Bodily Injury and/ or Property Damage**.
- 3.15. Arising out of any breach of the warranties of fitness, quality, efficacy or efficiency.
- 3.16. Which the **Insured** is obligated to pay by reason of an assumption of liability in a contract or agreement that you would not have in the absence of the contract or agreement.
- 3.17. Arising solely as a result of intervention by any governmental or public authority.

- 3.18. Arising from the supply of the **Insured's Product(s)** prior to the **Retroactive Date** shown in the **Schedule**.
- 3.19. Arising out of deliberate or alleged contamination, tamper or adulteration.
- 3.20. Arising prior to the unqualified acceptance of the **Insured's Product(s)** by or on behalf of **Insured's** customers.
- 3.21. Arising directly or indirectly out of or in any way involving any act of **Terrorism**.
- 3.22. For fines or penalties, punitive or exemplary damages, or the multiplied portion of multiplied damages.
- 3.23. Arising out of any financial, economic or consequential loss which the **Insured** is legally obligated to pay or is incurred by any third party even if this arises out of a **Covered Accident**.
- 3.24. Arising out of any **Product** which is intended for incorporation into the structure, machinery or controls of any aircraft.

### 4. **Definitions**

**4.1. Covered Accident** – means the recall, removal, recovery of possession or control, or disposal of the **Insured's Product(s)** or any property of which such goods or **Products** form a part, from a distributor, purchaser, or user of the **Insured's Product(s)** because the use or consumption of the **Insured's Product(s)** or any property of which such goods or **Products** form a part has resulted in **Bodily Injury** and/ or **Property Damage**, or objectively poses actual and imminent danger of resulting in **Bodily Injury** and/ or **Property Damage**.

**4.2. Product Recall Deductible** - means a specific amount as shown in the **Schedule** that must be deducted by the **Insurer** from a **Loss** when this policy responds to a **Covered Accident**.

**4.3. Product Recall Expenses** - means the reasonable and necessary costs the **Insured** incur during the 12-month period commencing on the day of initial notice to the **Insurer** by the **Insured** about the occurrence of a **Covered Accident**, if such costs are incurred exclusively for the recall, recovery, withdrawal, disposal or destruction of the **Insured's Product(s)**.

These costs are limited to the following:

- 4.3.1. Communications to notify other than the **Covered Accident**, including but not limited to, radio and television and internet announcements and printed advertisements;
- 4.3.2. The cost of returning the **Insured's Product(s)** from any purchaser, distributor or user except for the **Insured's** affiliated, subsidiary, and associated manufacturing companies as now exist or may hereafter exist including any handling charges to the place or places the **Insured** designate;
- 4.3.3. The actual cost of disposal of the **Products** less any salvage or scrap value recovery;
- 4.3.4. The extra expense to rent additional warehouse or storage space;
- 4.3.5. The cost to hire additional persons other than the **Insured's** regular employees to assist in the process of communication, shipping and other ancillary responsibilities arising out of a **Covered Accident**.
- 4.3.6. Remuneration paid to the **Insured's** regular employees, other than salaried employees, at basic rates of salary or wage for necessary straight time or overtime; and
- 4.3.7. Expenses incurred by employees, including transport at ion and accommodations, for coverage offered under 1, 2 and 3 above.
- 4.3.8. The actual cost to redistribute the **Insured's Product** that is recalled and restored or the cost of the distribution of any replacement **Product**; and
- 4.3.9. The expense to make any repair, recondition, decontaminate or otherwise treat the recalled **Products** to render them marketable.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of**

**Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### **Product Recall Endorsement with Government Mandated Recall**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

Definition 4.1 “**Covered Accident**” is hereby deleted in its entirety and replaced with the following:

“**Covered Accident**” shall mean the recall, removal, recovery of possession or control, or disposal of **Insured Product(s)** from a distributor, purchaser, or user of the **Insured Product(s)**, arising out of the use or consumption of the **Insured Product(s)** resulting in or posing actual or imminent danger of resulting in **Bodily Injury and/ or Property Damage**, provided that such action is:

- i. Ordered by a regularly constituted governmental, federal, state or local regulatory or judicial body; or
- ii. Voluntarily initiated by the manufacturer of a finished product of

which the **Insured Product(s)** is a component part, due to the failure of the **Insured Product(s)**, to prevent or mitigate any **Bodily Injury or Property Damage**.

In view of the above Exclusion 3.17. “Arising solely as a result of intervention by any governmental or public authority” stands deleted.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, definitions, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

#### **Recreational Facilities Endorsement**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include legal liability of the **Insured** for **Bodily Injury and/ or Property Damage** arising out of use of recreational facilities (including but not limited to Spas, Sauna rooms, crèches) subject to compliance of the conditions that:

- i. The equipment is kept in a state of good and proper maintenance.
- ii. Adequate guards and experienced personnel are on duty, where necessary.
- iii. The premises/places used for recreational activities are kept in a state of proper maintenance.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction - XXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### **Sartan Exclusion**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** excludes any Liability for **Bodily Injury and/ or Property Damage** arising out of directly or indirectly from the presence of NDMA or NDEA or NMBA or N,NDimethylformamide (DMF) or any other by-product of the manufacturing process alleged to be a carcinogenic agent in the following products: Azilsartan (Edarbi) Candesartan,

(Atacand) Eprosartan, Irbesartan (Avapro), Losartan (Cozaar), Olmesartan (Benicar), Telmisartan (Micardis), Valsartan (Diovan) or any other drug which has the same chemical formula or is a derivative of or has a similar chemical formula structure or function as such.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

#### **Specific Matter Endorsement - XXXXX**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

XXXXXXXXXX

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Dated XX (DD), XXX (Month), 20XX at Mumbai

Territory and Jurisdiction: XXXX

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

### Specific Matter Endorsement – Amendment to (1.1) Bodily Injury and/ or Property Damage under Insuring Agreement 1

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The **Insurer** will pay all sums which the **Insured** shall become legally liable to pay by way of **Damages** to a third party in respect of **Bodily Injury** and/ or **Property Damage** arising out of any **Claim** (other than that arising out of Public Liability Insurance Act, 1991)

- First made in writing against the **Insured** during the **Policy Period**
- And which is notified in writing to the **Insurer** during the **Policy Period**
- As a result of an **Accident** which occurs due to or arises out of any product, specified in the **Schedule** under this **Policy**, sold or supplied in the course of the **Insured's** business.
- Provided always that this happens after the **Retroactive**

**Date** shown in the **Schedule** and during the **Period of Insurance**

- Within the **Territory** and **Jurisdiction** as specified under Item Nos. 9 and 10 in the **Schedule**
- And falls within the purview of the terms and conditions of this **Policy**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item 5 of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

### Sports Facilities covered by the Insured Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include legal liability of the **Insured** for **Bodily Injury** and/ or **Property Damage** arising out of use of sport facilities (including but not limited to Gyms) subject to compliance of the conditions that:

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

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

### Contractor/ Sub-contractor extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** is extended to include contractor/ sub-contractor with respect to any liabilities (to which this insurance applies) arising out of the works performed by them for or on behalf of the **Insured** under a contract. The same is however subject to such works being performed falling within the business specified in Item 2 of the **Schedule**.

Provided that, the Liability of the **Insurer** under this extension shall be up

to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**

### Swimming Pool Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include legal liability of the insured for **Bodily Injury** and/ or **Property Damage** arising out of **Accidents** in connection with the use of the Swimming Pool in the **Insureds** premises subject to the compliance of the following conditions:

- i. Swimming Pools are in hygienic conditions with regular cleaning/maintenance
- ii. Sanitary arrangements are proper

- iii. Life guards/Attendants are on duty when the pools are in use

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

#### Technical Collaboration Inclusion Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

It is declared and agreed that this **Policy** is extended to include the legal liability of the Collaborator with respect to the Technical Collaboration Agreement between the **Insured** and the Collaborator.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability**

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

#### Temporary Workers Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** is extended to include any temporary worker/employee with respect to any liabilities (to which this insurance applies) arising out of the works performed by them for or on behalf of the **Insured** under a contract. The same is however subject to such works being performed falling within the business specified in Item 2 of the **Schedule**.

Provided that, the Liability of the **Insurer** under this extension shall be up

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

#### Tenant's Legal Liability Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

Liability for **Bodily Injury** and/ or **Property Damage** assumed by the **Insured** under a contract for lease of premises (other than that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented or temporarily occupied with permission of the owner) stands covered, provided the **Bodily Injury** and/ or **Property Damage** occurs subsequent to the execution of the insured contract.

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

#### Tools and Equipment Extension

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

The insurance under this **Policy** shall extend to include your legal liability for **Bodily Injury** and/ or **Property Damage** arising out of **Accidents** caused by the use of tools and equipment subject to the conditions that:

- i. Properly trained personnel take care of operation of such tools and equipment
- ii. The tools & equipment used are proper and free of defects

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited.**

#### Unnamed Vendors' Inclusion Endorsement

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

It is declared and agreed that the Definition of **Insured** under Clause XX of the **Policy** includes any person or organization designated below (herein referred to as 'vendor') as an **Insured** but only with respect to the distribution or sale in the regular course of the vendor's business of the **Insured's Products**.

#### Specific Exclusions pertaining to this Optional Extension

The insurance with respect to the vendor does not apply to:

- a) Any express warranty or any distribution or sale for a purpose

mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited

Duly Constituted Attorney(s)

unauthorized by the **Insured**.

- b) **Bodily Injury** and/or **Property Damage** arising out of:
  - i. Any act of the vendor which changes the condition of the **Products**
  - ii. Any failure to maintain the **Products** in merchantable condition
  - iii. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the **Products**, or
  - iv. **Products** which after distribution or sale by the **Insured** have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the vendor
  - v. Any fittings and/or manual work additions and alterations of

whatsoever nature carried out to the **Product** by the vendor.

- c) **Bodily Injury** and/or **Property Damage** occurring within the vendor's premises.
- d) The insurance does not apply to any person or organization as insured, from whom the **Insured** has acquired such **Products** or any ingredient, part or container, entering into, accompanying or containing such **Products**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

**Valet Parking Endorsement - (For High Risk Sectors such as Hospitals, Retail, Hotels etc.)**

Notwithstanding anything contained to the contrary, it is hereby agreed and declared that:

The coverage under this **Policy** shall extend to include legal liability of the **Insured** for **Bodily Injury** and/ or **Property Damage** suffered by guests while availing of the Valet Parking facility at the **Insured's** premises, secured, managed and operated by the **Insured**.

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of **Bodily Injury** and/ or **Property Damage** of guests unless:

1. The valet parking area maintained by the **Insured** is protected by security guards.

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

**Vicarious Liability Extension**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

This **Policy** is extended to include any third-parties with respect to any liabilities (to which this insurance applies) arising out of the works performed by them for or on behalf of the **Insured** under a written contract. The same is however subject to such works being performed falling within the business specified under Item 2 of the **Schedule**.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability**

This endorsement effective DD, Month, 20xx forms a part of Policy Number xxxxxxxxx issued to XXXXXXXX (Insured) by **Zurich Kotak General Insurance Company (India) Limited**.

**Waiver of Subrogation Endorsement**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that:

In the event of any payment under this **Policy**, the **Insurer** agrees to waive their subrogation rights against any person or organisation who has sought the same in his written contract with the **Insured**, signed with the **Insured** prior to the notification of the **Claim** under which such waiver is sought.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s).

2. Valet Parking is done by duly licensed drivers at the behest of the **Insured**.

3. Parking done within the **Insured's** premises only.

Provided that, the Liability of the **Insurer** under this extension shall be up to the limits stated hereunder and shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Limit of Indemnity – INR XXX Any One Accident and INR XXX Any One Year.

Territory and Jurisdiction: XXXX

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)

Provided that, the Liability of the **Insurer** under this extension shall not exceed the **Limit of Liability** mentioned in the Item X of the **Schedule** of the **Policy**.

All other conditions, sub-limits, clauses, **Deductible** as mentioned in the **Schedule** of this **Policy** remain unaltered.

Dated XX (DD), XXX (Month), 20XX at Mumbai

For Zurich Kotak General Insurance Company (India) Limited.

Duly Constituted Attorney(s)