

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 Public 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

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 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 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)

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.

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**

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:

- a. the provision and management of catering, social, sports, welfare,

childcare, theatrical and related facilities including galas for the benefit of **Employees**;

- b. the provision of fire, first aid, ambulance and security services;
- c. at the **Insured's** discretion, private work carried out by an **Employee** for a director or partner or **Employee** of the **Insured's**;
- d. the ownership, maintenance, repair and occupation of premises or facilities belonging to the **Insured**;
- e. attendance at or participation in trade fairs, events, shows and exhibitions by any **Employee** in connection with their employment;
- f. 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.

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.

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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

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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

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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:

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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 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

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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.

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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

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- 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.

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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**

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

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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**

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

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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**.

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.

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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**.

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.

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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.

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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.

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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

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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.

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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**

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.

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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 - 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

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For Zurich Kotak General Insurance Company (India) Limited.

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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-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.

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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**

- 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)

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.

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**.

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.

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 chatrooms 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)

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)

- 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**

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**.

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**.

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.

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**.

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

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**

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

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**

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)

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)

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)

- 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)

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.**

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**.

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 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

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)

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)

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**.

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**.

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

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.

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)

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 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)