



PUBLIC LIABILITY INDUSTRIAL INSURANCE

Agent/Broker Producer Name:- Kadel Insurance Brokers Pvt. Ltd.

Agent/Broker License Code:- 127

Agent/Broker Contact No:- 040-23237563

SCHEDULE TO THE POLICY No. **0304004036**

Insured Name: OPTIMUS DRUGS PVT LTD

Insured: Address: Plot No 76 & 76 A, Thanam Revenue Village, Jawaharlal Nehru Pharma City, Parwade Mandal – 531019, Visakhapatnam, Andhra Pradesh.

GST No: 37AAHCS8074N2ZI

Description of Risk: Manufacturing of Bulk drugs

Location of the

Insured Premises: Plot No 76 & 76 A, Thanam Revenue Village, Jawaharlal Nehru Pharma City, Parwade Mandal - 531019

TERRITORIAL LIMITS: India

Policy Period: From: 07-08-2019 To: 06-08-2020

LIMIT OF INDEMNITY: Any One Accident INR 250,000
Aggregate during the policy period INR 1,000,000

RETROACTIVE DATE: 07-08-2019

Subject to:

Narrower of applicable Limits and

Lower of applicable coverage

Evidence of Expiring cover through until retroactive data

COMPULSORY EXCESS: INR 25,000 each and every claim

VOLUNTARY EXCESS: NA

Annual Premium: INR 5,500

UGST/SGST: 9% INR 495

CGST: 9% INR 495

Total Premium: INR 6,490



This policy is issued, subject additionally to the following conditions, Warranties and Exclusions:

1. Designated Premises endorsement
2. Coverage for Act of God perils as per endorsement
3. Specific Matter Endorsement – Absolute War, Sabotage and terrorism Exclusion
4. Absolute Professional liability Exclusion
5. Specific Matter endorsement – Absolute Asbestos and Silica Exclusion
6. Specific Matter Endorsement – Absolute Nuclear Risks Exclusion
7. Cyber Liability Exclusion
8. No cover for liability arising out of operation / activities of any other party / tenant other than the named insured
9. The policy does not cover liability arising due to maintenance activities or construction and erection project exposures of any kind
10. Care, Custody and Control Exclusion
11. Pure Financial Loss Exclusion
12. Fines, Penalties, Punitive or Exemplary Damages Exclusion
13. Sanctions Endorsement
14. 30 days cancellation endorsement
15. No cover for liability arising out of, based upon or attributable to Clinical Trials and medical malpractices
16. Territory and Jurisdiction: India.
17. Renewal Clause

IN WITNESS WHEREOF the undersigned being duly authorised by the Company and on behalf of the company has hereunto set his hand at Mumbai this 22nd day of August 2019.

GSTIN: 37AABCT3518Q1ZV Andhra Pradesh, Service Accounting Code: 9971

The Stamp Duty of Rs.0.50 paise paid in cash or demand draft or by pay order, vide receipt/Challan no - CSD/353/2019/895/19 dated 01-03-2019.

For Tata AIG General Insurance Company Ltd.

Authorized Signatory

Policy Serving Office:
Tata AIG General Insurance Co Ltd
4th Floor, Block -A, My Home Tycoon,
Kundanbagh, Begumpet Hyderabad 500 016.
Tel No: 040-66024800
Fax No: 040-66024888

PUBLIC LIABILITY INDUSTRIAL INSURANCE

1. OPERATIVE CLAUSE:

Whereas the Insured named in the schedule hereto and carrying on the business described in the said schedule has applied to the Tata AIG General Insurance Company Limited (hereinafter called 'the company') for the indemnity hereinafter contained and has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the company will indemnify the Insured against their legal liability (other than under the Public Liability Insurance Act, 1991 or any other statute based on the doctrine of "No Fault Liability") to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

2. INDEMNITY:

The Indemnity only applies to claims arising out of accidents occurring in the Insured Premises during the period of insurance first made in writing against the Insured during the policy period and the Insured is indemnified in accordance with the Operative Clause for and/or arising out of Injury and/or damage but only against claims arising out of or in connection with the business specified in the Schedule and not against claims arising out of or in connection with:-

- (a) Pollution howsoever caused unless specifically covered
- (b) Any product.

For the purpose of determining the indemnity granted

- (a) 'Injury' means death, bodily injury, illness or disease of or to any person,
- (b) 'Damage' means actual and/or physical damage to tangible property;
- (c) 'Pollution' means pollution or contamination of the atmosphere or of any water land or other tangible property;
- (d) 'Product' means any tangible property after it has left the custody or control of the Insured, which has been designed specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.



- (e) 'Policy Period' means the period commencing from effective date and hour as shown in the policy schedule and terminating at midnight on the expiry date as shown in the policy schedule.
- (f) 'Period of Insurance' means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
- (g) 'Accident' means a fortuitous event or circumstance, which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- (h) 'Premises' shall be deemed to include pipelines running, outside the premises for discharge of treated effluents at a disposal point situated within a distance of one kilometer from the premises.
- [i] Retroactive Date is the date as shown in the schedule against the same item.

3. (a) NOTIFICATION EXTENSION CLAUSE:

Should the Insured notify the company during the policy period in accordance with General Condition 9.1 of any specific event or circumstance which the company accepts may give rise to a claim or claims which for the subject of indemnity by this policy, then the acceptance of such notification means that the company will deal with such claim or claims as if they had first been made against the Insured during the policy period. The extension under this clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

(b) EXTENDED CLAIM REPORTING CLAUSE:

In the event of non-renewal or cancellation of this policy, either by the company or by the Insured, the company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the period of insurance but could not be made during the policy period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring policy period and are subject to the limits of indemnity and the terms, conditions and exceptions of the policy.

4. INDEMNITY TO OTHERS:

The indemnity granted extends to:

- 4.1 Officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;



4.2 The officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organizations in their respective capacities as such;

4.3 The personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.

Provided always that all such persons or parties shall observe, fulfill and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

5. CROSS LIABILITIES:

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability not exceeding the limits of indemnity stated in the Schedule of the Policy.

6. DEFENCE COSTS:

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs'.

7. INDEMNITY LIMITS:

Company's total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the Indemnity limit stated in the schedule. Indemnity limit applies to any one claim or series of claims arising from one originating cause. Indemnity limit shall represent the total amount of company's liability during the policy period.

7.1 CLAIMS SERIES CLAUSE

For the purpose of this policy where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.

7.2 COMPULSORY EXCESS

The Insured shall bear as Compulsory Excess the amount or percentage of the limit of indemnity per any one accident so stipulated in the Schedule attached to the



policy. This compulsory excess shall be applicable to both (a) death/ bodily injury and (b) property damage, inclusive of defence costs arising out of any one accident. The company's liability shall attach for the claim in excess of such Compulsory Excess (and Voluntary Excess, if any, opted by the Insured).

7.3 VOLUNTARY EXCESS

In the event of the Insured opting shall be subject to voluntary excess shall be applicable to both (a) death/ bodily injury claims and (b) property damage claims inclusive of defence costs arising out of any one accident. The company's liability shall attach for the claims in excess of such compulsory and voluntary excess.

8. EXCLUSIONS

This policy does not cover liability

8.1 assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

8.2 arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.

8.3 arising out of deliberate, willful or intentional non-compliance of any statutory provision.

8.4 arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.

8.5 (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting there from;

(b) infringement of plans, copy-right, patent, trade name, trademark, registered design;

8.6 arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.

8.7 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power.

8.8 directly or indirectly caused by or contributed to by

(a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;



8.9 This policy does not cover liability for claims arising out of;

the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;

- (a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
- (c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
- (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.

8.10 transportation of materials and / or hazardous / dangerous substances outside Insured's premises unless specifically covered.

8.11 the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.

8.12 damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the

- (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
- (b) employees and visitors clothing and personal effects.
- (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.

8.13 Injury and/ or damage occurring prior to the Retroactive Date in the Schedule.

Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or damage occurred, then

- (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury;



(b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

8.14 the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.

8.15 injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such injury arises out of the execution of such contract.

8.16 liability more specifically Insured elsewhere.

9. GENERAL CONDITIONS

9.1 The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this policy and shall give all such additional information as the company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.

9.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the company.

9.3 The company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the company in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.

In the event the Company, in its sole discretion, choose to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligations under this policy beyond what the company's liability or obligations would have been had it not exercised its rights under this condition.

9.4 The Insured shall give all such information and assistance as the company may reasonably require.

9.5 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the company at the time when this policy was effective, and the company may amend the terms of this policy according to the materiality of such change.

9.6 The company may at any time pay to the Insured in connection with any claim or series of claims under this policy to which an Indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for



which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

9.7 The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law

9.8 The Insured shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of Insurances declare such details as the Company may require. The company shall at all reasonable time have free access to inspect such records.

9.9 If at the time of happening of any event resulting into a liability under this policy, there be any other public liability insurance or insurances effected by the Insured or by any other person covering the same liability, then the company shall not be liable to pay or contribute more than its rateable proportion of such liability. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be Insured by or would, but for the existence of this policy, be Insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy / Polices, had this Insurance not been effected.

9.10 The Company may cancel this Policy by giving thirty days notice in writing of such cancellation to the Insured's last known address and in such an event the Company will return a pro-rata portion of the premium (subject to a minimum retention of 25 per cent of the annual premium) for the unexpired part of the Insurance.

The Policy may also be cancelled by the Insured by giving thirty days notice in writing to the company, in which event the Company will retain premium at short-period scale provided there is no claim under the policy during the period of Insurance.

In case of any claim under the Policy no refund of premium shall be allowed.

9.11 The event of liability arising under the policy or the payment of claim under the policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premium.

9.12 It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.



9.13 The Company shall not be liable to make any payment under this policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/ or if the insurance has been continued in consequences of any material misstatement or the non-disclosure of any material information by or on behalf of the Insured.

9.14 No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is not without legal recourse to the Insured. It is further agreed and understood that only Indian Law is applicable to any such action.

9.15 Arbitration

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

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

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

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

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

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



9.16 Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the Insured's rights of recovery to the extent of such payments against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and ensure that nothing is done to prejudice such rights and provide the Insurers with whatever reasonable co-operation and assistance they might require.

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

In the event of any recovery being made, it is specifically understood that the recovered funds shall be applied in the following order:

- (a) Insurers shall be reimbursed to the extent of any payment they have made under this Policy.
- (b) Insurers shall be reimbursed the actual costs and expenses they have incurred in pursuing the recovery.
- (c) The Insured shall be entitled to reimbursement in respect of its losses only after the payment of (a) and (b) and only to the extent of any recovered funds that might remain.



Attached to and forming part of policy no. - **0304004036**

DESIGNATED PREMISES ENDORSEMENT

It is hereby understood and agreed that notwithstanding anything stated to the contrary anywhere in the policy It is agreed that with respect to Coverages A, B & C subject to all Policy terms, conditions and exclusions, this insurance applies only to bodily injury, property damage, personal and advertising injury and medical expenses arising out of the ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises mentioned below:

- Plot No 76 & 76 A, Thanam Revenue Village, Jawaharlal Nehru Pharma City, Parwade Mandal – 531019

All other terms and conditions remain unchanged.



Attached to and forming part of policy no. - **0304004036**

ACTS OF GOD PERILS EXTENSION

It is hereby understood and agreed that the policy will extend cover to liability arising out of Act of God Perils, namely Storm, Typhoon, Flood, Inundation, and Earthquake only.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no. - **0304004036**

**SPECIFIC MATTER ENDORSEMENT
ABSOLUTE WAR, SABOTAGE AND TERRORISM EXCLUSION**

Notwithstanding anything stated in the contrary, it is hereby understood and agreed that **SECTION I – COVERAGES 2. Exclusions (i) War** in the policy, which read as:

“i.War

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.”

is deleted in its entirety and replaced with the following:

“i.War

Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; sabotage or terrorism. Further, it also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.”

All other terms and conditions remain unchanged.



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ABSOLUTE PROFESSIONAL LIABILITY EXCLUSION

Notwithstanding anything stated to the contrary anywhere in the policy, it is agreed that:

This insurance does not apply to any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the Insured or any person for whom the Insured is legally responsible. It is understood this exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no. - **0304004036**

**SPECIFIC MATTER ENDORSEMENT
ABSOLUTE ASBESTOS AND SILICA EXCLUSION**

ASBESTOS

It is hereby understood and agreed that the insurer shall not be liable to make any payment for loss in connection with any claim directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the manufacture of, mining of, use of, sales of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibers or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.

SILICA

It is hereby understood and agreed that the insurer shall not be liable to make any payment for loss in connection with any claim directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the Insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no. - **0304004036**

**SPECIFIC MATTER ENDORSEMENT
ABSOLUTE NUCLEAR RISKS EXCLUSION**

It is hereby understood and agreed that the insurer shall not be liable to make any payment for loss in connection with any claim directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the nuclear and radioactive contamination arising out of, based upon or attributable to or in any way involving, directly or indirectly: (a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or (b) the radioactive, toxic, explosive, dangerous or other hazardous properties of any nuclear assembly or nuclear component thereof or any nuclear material or any part of it. Further it is understood and agreed that the policy shall not cover all liability to pay claimants' or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defense and/or settlement of any claim or Legal Proceeding against the Insured.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no. - **0304004036**

CYBER LIABILITY EXCLUSION

Notwithstanding anything to the contrary elsewhere in this policy, this insurance does not cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no. - **0304004036**

CARE, CUSTODY AND CONTROL EXCLUSION

Notwithstanding anything to the contrary elsewhere in this policy, It is hereby understood and agreed that the Insurer shall not be liable to make any payment for loss in connection with any claim made against the Insured arising out of, based upon or attributable to any property within the Care, Custody or Control of the Insured.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no. - **0304004036**

PURE FINANCIAL LOSS EXCLUSION

Notwithstanding anything contained in this policy to the contrary, it is declared that this policy shall not apply to any liability arising out of financial monetary loss that is not a direct result of physical damage to property of a third party that was damaged / bodily injury of third party

All other terms and conditions remain unchanged.



Attached to and forming part of policy no. - **0304004036**

FINES, PENALTIES, PUNITIVE, OR EXEMPLARY DAMAGES EXCLUSION

Notwithstanding anything to the contrary mentioned in the policy, it is hereby declared that this Policy excludes all liability for fines, penalties, punitive or exemplary damages.

All other terms and conditions remain unchanged.



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SANCTIONS ENDORSEMENT

The Insurer will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Insurer, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no. - **0304004036**

CANCELLATION

Notwithstanding anything to the contrary mentioned in the policy or in any of the endorsements, it is hereby agreed and declared that

- a. **We** may cancel this Policy by giving 30 days written notice of such cancellation to the last known address of the first named Insured and in such event **we** will return a pro-rata portion (subject to retaining the minimum premium, if any, prescribed under the policy) for the unexpired Policy Period.
- b. This Policy may also be cancelled by **you** by giving 30 days written notice to **us** in which event **we** will retain premium at the short period scale stated below subject to retaining INR 2,500/- or the minimum premium, if any, prescribed under the policy, whichever is higher, provided that there has been no Claim under the Policy during the Policy Period in which case no refund of premium shall be allowed.

Short Period Scale

Period (Not exceeding)	Rate
1 week	10% of the Annual rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

The payment or tender of any unearned premium by **us** shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

All other terms and conditions remain unchanged.

Attached to and forming part of policy no. - **0304004036**

DEDUCTIBLE ENDORSEMENT

Notwithstanding anything to the contrary contained in the within mentioned policy, it is hereby agreed and declared that:

1. This insurance applies to amounts in excess of the Deductible(s) mentioned in the policy schedule and ultimately **you** are responsible for amounts within Deductible(s), regardless of whether **we** pay or incur amounts within the Deductible (s).
2. If **we** pay or incur damages or expenses then it is a condition of this insurance that **you** must reimburse **us** within thirty (30) days of **our** request for these amounts upto the amount of the applicable Deductible(s) shown in the policy schedule.
3. Except in respect of Fire Damage Limit or Damage to Premises rented to you Limit to which no Deductible applies, the applicable Deductible amount for coverages A & B is shown in the Schedule. Each applicable Deductible or Retention shown in the Schedule applies separately from and in addition to any other applicable Deductible or Retention shown in the Schedule. The applicable Deductible or Retention amount applies separately to each separate claim made against any Insured under the applicable coverage.
4. Deductible(s) apply separately to each consecutive annual period and to any remaining period and to any extension period of less than twelve (12) months starting with the beginning of the policy period shown in the Schedule.
5. Amounts that are within the Deductible(s) will reduce the Aggregate Limits of Insurance.
6. The Limits of Insurance will not be increased or reinstated by any Deductible(s) or any amount that **you** must reimburse to **us** in connection with any Deductible(s) shown in the Schedule.
7. The amount of any applicable Deductible will not be less than the amount shown in the Schedule, regardless of whether this insurance or this endorsement is:
 - i. Issued for a period of less than twelve (12) months; or
 - ii. Terminated before the end of the policy period, for any reason.
8. Regardless of the application of any Deductible:
 - i. The terms and conditions of this insurance continue to apply, including those with respect to **our** rights to investigate any claim or other loss circumstance and to make any settlement.
 - ii. The requirement of this insurance for **you** to notify **us** of any claims or other loss circumstances under the applicable coverage continues to apply.
 - iii. **We** may, at **our** discretion, initiate or control any appeal of a judgment, if **we** consider such a judgment or appeal may result in payment under this insurance.

All other terms and conditions remain unchanged.



Attached to and forming part of policy no. - **0304004036**

RENEWAL CLAUSE

The Policy may be renewed with our consent. The benefits under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid / received. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

All other terms and conditions remain unchanged.



Customer Grievance Redressal Procedure

The Company is committed to extend the best possible services to its customers. However, if **you** are not satisfied with **our** services and wish to lodge a complaint, please feel free to call **our** 24X7 Toll free number 1800-266-7780/022-66939500 (tolled) or **you** may email to the customer service desk at customersupport@tataaig.com.

Nodal Officer

Please visit **our** website at www.tataaiginsurance.in to know the contact details of the nodal officer for **your** servicing branch.

After investigating the grievance internally and subsequent closure, we will send **Our** response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, **we** will inform **you** of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, **we** will send our response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to the Head - Customer Services at head.customerservices@tataaig.com. After examining the matter, **we** will send **you** our final response within a period of 7 days from the date of receipt of **your** complaint on this email id.

Within 30 days of lodging a complaint with **us**, if **you** do not get a satisfactory response from **us** and **you** wish to pursue other avenues for redressal of grievances, **you** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N- 19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.



<p>BHOPAL - Shri/Smt..... Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR - Shri/Smt..... Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in</p>	<p>Orissa.</p>
<p>CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in</p>	<p>Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.</p>
<p>CHENNAI - Shri/Smt..... Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in</p>	<p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>
<p>DELHI - Shri/Smt..... Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 2323481/23213504 Email: bimalokpal.delhi@ecoi.co.in</p>	<p>Delhi.</p>
<p>GUWAHATI - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>



<p>HYDERABAD - Shri/Smt..... Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.</p>
<p>JAIPUR - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM - Shri/Smt..... Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</p>
<p>KOLKATA - Shri/Smt..... Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW -Shri/Smt..... Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI - Shri/Smt..... Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>

Email: bimalokpal.mumbai@ecoi.co.in	
NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Shri/Smt..... Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

This **Policy** is subject to IRDAI (Protection of **Policyholder's** Interests) Regulation, 2017.

Disclaimer: INSURANCE ACT 1938 Section 41 Prohibition of Rebates

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.

2. ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHED WITH A FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

“Insurance is the subject matter of the solicitation”. For more details on benefits, exclusions, limitations, terms & conditions, please refer sales brochure/ Policy wordings carefully, before concluding a sale.

“Commencement of risk cover under the Policy is subject to receipt of payable premium by Tata AIG General Insurance Company Limited”.