ICICI Lombard
Nibhaye Vaade

COMPREHENSIVE GENERAL LIABILITY INSURANCE

Policy Wording (Occurrence basis wording)

Various provisions contained in this Policy may restrict the scope of coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words:

(a) "*you*" and "*your*" refer to the Named Insured specified in the Policy Schedule, and any other person or organization qualifying as a Named Insured under this Policy and notified to us in writing;

(b) "*we*", "*us*" and "*our*" refer to the Insurer specified in the Policy Schedule who is providing this insurance.

(c) "*insured*" means any person or organization qualifying as such under Section II – Who is An Insured.

Other words and phrases that appear in quotation mark in the Policy have special meaning accorded to them. Please refer to Section VI - Definitions for these meanings.

SECTION I – COVERAGES

COVERAGE A – "BODILY INJURY" AND "PROPERTY DAMAGE" LIABILITY

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "Bodily injury" or "Property damage" to which this Policy applies. We will have the right and duty to defend the insured against any "Suit" seeking those damages. However, we will have no duty to defend the insured against any "Suit" seeking damages for "Bodily injury" or "Property damage" to which this Policy does not apply. We may, at our discretion, investigate any "Occurrence" and settle any claim or "Suit" that may result. But:

   (1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and

   (2) Our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

   We shall have no other obligation or liability to pay any amount or perform any acts or services unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. Coverage A applies to "Bodily injury" and "Property damage" only if:

   (1) The "Bodily injury" or "Property damage" is caused by an "Occurrence" that takes place in the "Coverage territory";

   (2) The "Bodily injury" or "Property damage" occurs during the "Policy period"; and

   (3) Prior to the "Policy period", no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "Employee" authorized by you to give or receive notice of an "Occurrence" or claim, knew that the "Bodily injury" or "Property damage" had occurred, in whole or in part. If such a listed insured or authorized "Employee" knew, prior to the "Policy period", that the "Bodily injury" or "Property damage" occurred, then any continuation, change or resumption of such "Bodily injury" or "Property damage" during or after the "Policy period" will be deemed to have been known prior to the "Policy period".

c. "Bodily injury" or "Property damage" which occurs during the "Policy period" and was not, prior to the "Policy period", known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "Employee" authorized by you to give or receive notice of an "Occurrence" or claim, includes any continuation, change or resumption of that "Bodily injury" or "Property damage" after the end of the "Policy period".

d. "Bodily injury" or "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "Employee" authorized by you to give or receive notice of an "Occurrence" or claim:

   (1) Reports all, or any part, of the "Bodily injury" or "Property damage" to us;

   (2) Reports a written or verbal demand or claim for damages because of the "Bodily injury" or "Property damage" to us; or

   (3) Becomes aware by any other means that "Bodily injury" or "Property damage" has occurred or has begun to occur and reports all to us.

e. Damages because of "Bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "Bodily injury".

COVERAGE B – MEDICAL PAYMENTS

a. We will pay medical expenses for "Bodily injury" caused solely and directly by an accident:

   (1) On premises you own or rent;

   (2) On ways next to premises you own or rent; or

   (3) Because of your Designated Operations specified in the Policy Schedule; Provided that:

      (a) The accident takes place in the "Coverage territory" and during the "Policy period";

      (b) The medical expenses are incurred within 15 days of the date of the accident and reported to us in writing within 60 days from the date of the accident and in no case later than the expiry of the "Policy period"; and

      (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make payments under Coverage C regardless of fault. These payments shall not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

EXCLUSIONS APPLICABLE TO COVERAGES A and B

1. Alcoholic Beverage Liability

"Bodily injury" or "Property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

If the "Occurrence" which caused the "Bodily injury" or "Property damage", involved that which is described in Paragraph (1) or (2) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

2. Athletics Activities

Medical Payment to a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests. . This Exclusion is only applicable on COVERAGE B – MEDICAL PAYMENTS

3. Any Insured

Medical Payment to any insured, except "Volunteer worker"s.

4. Aircraft Product

"Bodily injury" or "Property damage" arising out of any of "Your product" which, with your knowledge, is intended for incorporation into the structure, machinery or control of any aircraft, spacecraft, rocket or any aviation vehicle.

5. Abuse or Molestation

"Bodily injury" or "Property damage" arising out of actual, alleged attempted, proposed or threatened sexual, physical or psychological abuse or molestation, including assault and battery, whether or not intended or expected from the standpoint of any insured, any perpetrator of the abuse or molestation or any other person or organization.

6. Asbestos

"Bodily injury" or "Property damage" arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to, asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

7. Aircraft, "Auto" or Watercraft

"Bodily injury" or "Property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "Auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "Loading or unloading".

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, if the "Occurrence" which caused the "Bodily injury" or "Property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "Auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 15 feet long; and

(b) Not being used to carry persons or property for a charge.

(3) Parking an "Auto" on, or on the ways next to, premises you own or rent, provided the "Auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "Insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "Property damage" arising out of the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "Mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

8. Criminal Acts

"Bodily injury" or "Property damage" arising out of an actual or alleged criminal act committed by or at the direction of the insured.

9. Contractual Liability

"Bodily injury" or "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) For "Bodily injury" or "Property damage" that the insured would have in the absence of the contract or agreement; or

(2) For "Bodily injury" or "Property damage" assumed in a contract or agreement that is an "Insured contract", provided the "Bodily injury" or "Property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "Insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages

because of "Bodily injury" or "Property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defence has also been assumed in the same "Insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which damages to which this Policy applies are alleged.

10. Damage to Property "Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "Property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "Property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "Your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "Property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days.

Paragraph (2) of this exclusion does not apply if the premises are "Your work" and were never occupied, rented or held for rental by you.

Paragraph (6) of this exclusion does not apply to "Property damage" included in "Products completed operations hazard".

11. Damage to "Your product"

"Property damage" to "Your product" which arises due to or out of "Your product" or any part of it.

12. Damage to "Your work"

"Property damage" to "Your work" which arises due to or out of "Your work" \or any part of it and included in "Products completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

13. Damage to "Impaired property" or Property Not Physically Injured

"Property damage" to "Impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "Your product" or "Your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "Your product" or "Your work" after it has been put to its intended use.

14. Employer's Liability "Bodily injury" to:

(1) An "Employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "Employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "Insured contract".

15. Expected or Intended Injury

"Bodily injury" or "Property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "Bodily injury" resulting from the use of reasonable force to protect persons or property.

16. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "Bodily injury".

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

17. Hired Person

Medical payment to a person hired to do work for or on behalf of any insured or a tenant of any insured.

18. Injury on Normally Occupied Premises

Medical payment to a person injured on that part of premises you own or rent that the person normally occupies.

19. Nuclear Liability Exclusion

"Bodily injury" or "Property damage" directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

20. Multiplied or Punitive Damages or Penalties

Any fines or penalties or liquidated, punitive or exemplary damages that become payable or multiplication of awards or in any other form whatsoever.

21. Mobile Equipment

"Bodily injury" or "Property damage" arising out of:

(1) The transportation of Mobile equipment by an "Auto" owned or operated by or rented or loaned to any insured; or

(2) The use of Mobile equipment in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

22. Pollution

(1) "Bodily injury" or "Property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" whether solids, liquids or gases:

(a) at or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to any insured;

(b) at or from any premises, site or location which is or was at any time, used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom the insured may be legally responsible;

(d) at or from any premises, site or located on any premises or site on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are:

1. if the "Pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
2. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontamination, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of "Pollutants".

(2) This Policy does not apply to any loss, cost, defence or expenses arising out of any request, demand or order to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of "Pollutants".

This Policy does not apply to any loss, cost, defence or expense arising out of any claim or "Suit" by or on behalf of government authority for damages because of testing for monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of "Pollutants".

23. Professional Liability

"Bodily injury" or "Property damage" directly or indirectly caused by, in connection with or contributed to, by or arising from the rendering or failure to render professional advice or service by the insured, or any error or omission in connection therewith.

However, this Exclusion shall not apply to:

(i) The insured's liability in respect of "Bodily injury" or "Property damage" resulting from the provision of professional advice or services, or any error or omission in connection with the insured's products which is not given for a fee; or

(ii) The rendering or failure to render professional advice by any "Employee" to provide first aid or other medical services at the insured's premises.

Medical services excludes advice or services provided by a qualified medical practitioner, nurse or first- aid attendant.

24. Recall Of Products, Work Or "Impaired property"

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) Your product;

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

25. Radioactive contamination

"Bodily injury" or "Property damage" directly or indirectly caused by, in connection with or contributed to, by or arising from:

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

26. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "Property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulations, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Or any other similar statute, ordinance or regulation and their amendments and additions, in other jurisdiction.

27. Silica

"Bodily injury" or "Property damage" arising out of or related in any way to 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 dust or silica in any form.

28. Toxic Mould

"Bodily injury" or "Property damage" arising out of or related in any way to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s) or bio-contamination(s) or any by product therefrom.

29. Unapproved "Your product"

This Policy does not apply to any damages, loss, costs or expenses arising out of actual, alleged or threatened hazardous properties of "Your product" if:

a) declared unsafe by any government or regulatory authority on the basis of such hazardous properties, regardless of whether "Your product" were declared unsafe before or after:

i) "Your product" were disposed of, distributed, handled, manufactured or sold; or

ii) Such damages were incurred;

b) disposed of, distributed, handled, manufactured or sold without approval by the applicable government or regulatory authority.

subparagraph a), above does not apply to "Your product", to which this Policy applies, if such product was disposed of, distributed, handled, manufactured and sold before it was declared unsafe, provided that it was not declared unsafe before the commencement of the "Policy period".

30. War & Terrorism

"Bodily injury" or "Property damage" , however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

(3) An "Act of terrorism"

31. Workers' Compensation and Similar Laws

Any amount for "Bodily injury" to a person, whether or not an "Employee" of any insured, if benefits for the "Bodily injury" are payable or must be provided under a workers' compensation or disability benefits or unemployment compensation law or any similar law.

SUPPLEMENTARY PAYMENTS - COVERAGES A

1. We will pay, with respect to any claim we investigate or settle or any "Suit" against an insured we defend:

   a. All expenses we incur in defence.

   b. Up to INR 20,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily injury" cover under Coverage A applies. We do not have to furnish these bonds.

   c. All court costs taxed against the insured in the "Suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

These payments will reduce the limits of insurance mentioned in SECTION III

SECTION II - WHO IS AN INSURED

1. If you are designated in the Policy Schedule as:

   a. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your Designated Operation specified in the Policy Schedule.

   b. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your Designated Operation specified in the Policy Schedule. Your managers are insureds, but only with respect to their duties as your managers.

   c. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "Executive officer"s and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   d. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. Your "Volunteer worker"s only while performing duties related to the conduct of your Designated Operation specified in the Policy Schedule, or your "Employee"s, other than either your "Executive officer"s (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your Designated Operation specified in the Policy Schedule. However, none of these "Employee"s or "Volunteer worker"s are insured for:

(1) "Bodily injury" :

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"Employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "Volunteer worker"s while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"Employee" or "Volunteer worker" as a consequence of Paragraph (1) (a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1) (a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "Employee"s, "Volunteer worker"s, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "Employee" or "Volunteer worker") or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "Policy period", whichever is earlier;

b. Coverage A does not apply to "Bodily injury" or "Property damage" that occurred before you acquired or formed the organization; and

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Policy Schedule.

SECTION III - LIMITS OF INSURANCE:

1. The Limits of Insurance are specified in the Policy Schedule and the rules below specify the maximum, total and cumulative amount we will pay regardless of the number of:

a. Insureds;

b. Claims made or "Suit"s brought; or

c. Persons or organizations making claims or bringing "Suit"s.

2. The COMBINED SINGLE LIMIT FOR GENERAL AGGREGATE LIMIT (other than PRODUCTS / COMPLETED OPERATIONS) and PRODUCTS / COMPLETED OPERATIONS AGGREGATE LIMIT is the maximum, total and cumulative amount we will pay for the sum of:

a. Medical expenses under Coverage B;

b. Damages under Coverage A, except damages because of "Bodily injury" or "Property damage" included in "Products completed operations hazard"; and

c. The Products-Completed Operations Aggregate Limit is the maximum and total amount we will pay under Coverage A for damages because of "Bodily injury" and "Property damage" included in "Products completed operations hazard".

3. Subject to Paragraph 2. above, whichever applies, the each "Occurrence" limit is the maximum and total amount we will pay for the sum of:

a. Damages under Coverage A, and

b. Medical expenses under Coverage B, because of all "Bodily injury" and "Property damage" arising out of any one "Occurrence".

4. Subject to Paragraph 3. above, the Medical Expense Limit is the maximum, total and cumulative amount we will pay under Coverage B for all medical expenses because of "Bodily injury" sustained by any one person.

The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "Policy period", unless the "Policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding "Policy period" solely for purposes of determining the Limits of Insurance.

SECTION IV- DEDUCTIBLE

This Policy applies to amounts in excess of the Deductible(s) specified in the Policy Schedule and ultimately you are responsible for amounts within such Deductible(s), regardless of whether we pay or incur amounts within the Deductible(s).

No deductible amount will be applicable to Medical Payments The deductible amount applies as follows -

a) Under General Aggregate Limit (other than Products / Completed Operations), to all damages because of "Bodily injury" or "Property damage";

b) Under Product/Completed Operations Limit, to all damages because of "Bodily injury" or "Property damage";

As a result of any one "Occurrence", regardless of the number of persons or organizations who sustain damages because of that "Occurrence".

The applicable Deductible amount specified in the Policy Schedule applies separately to each separate claim under the applicable coverage.

The terms of this Policy, including those with respect to (a) our right and duty to defend the insured against "Suit"s seeking those damages; and (b) your duties in the event of an "Occurrence", claim or "Suit" apply irrespective of the application of the Deductible amount specified in the Policy Schedule.

We may pay any part or all of the Deductible amount specified in the Policy Schedule to effect settlement of any claim or "Suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

If we pay or incur damages or expenses then it is a condition of this Policy that you must reimburse us within thirty (30) days of our request for these amounts upto the amount of the applicable Deductible(s) specified in the Policy Schedule.

SECTION V- COMPREHENSIVE GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

2. Duties In The Event Of "Occurrence", Offense, Claim Or "Suit"

It shall be a condition precedent to our obligations under this Policy that the following duties are strictly complied with by you in the event of each and every "Occurrence", offense, claim and "Suit":

a. You shall give us written notification as soon as practicable of an "Occurrence" or offense which may result in a claim. To the extent possible, the written notice should include all of the following:

1) How, when and where the "Occurrence" or offense took place;

2) The names and addresses of any injured persons and witnesses; and

3) The nature and location of any injury or damage arising out of the "Occurrence" or offense.

b. If a claim is made or "Suit" is brought against any insured, you shall:

1) Immediately record in writing the specifics of the claim or "Suit" and the date received; and

2) Give us written notification as soon as practicable.

In addition, you shall ensure that we receive written notice of the claim or "Suit" as soon as practicable.

c. You and any other involved insured shall:

1) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the claim or "Suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the claim or defence against the "Suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this Policy may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our prior written consent.

e. If any "Occurrence" or offense which may result in a claim or any claim or "Suit" is notified to us on a delayed basis then we may condone the delay on merit if the delay is proved to be for reasons beyond the control of the insured.

3. Legal action against us

No person or organization has a right or shall be deemed to have a right under this Policy:

a) To join us as a party or otherwise bring us into a "Suit" asking for damages from an insured; or

b) To sue us on this Policy unless all of its terms and conditions have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other insurance:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Policy, our obligations are limited as follows:

a. Primary insurance:

This Policy is primary except when Paragraph b. below applies. If this Policy is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess insurance:

1) This Policy is excess over:

a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

i) That is fire, Extended Coverage, Builder's risk, installation risk or similar coverage for "Your work";

ii) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

iii) That is insurance purchased by you to cover your liability as a tenant for "Property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

iv) If the loss arises out of the maintenance or use of aircraft, "Auto"s or watercraft to the extent not subject to Exclusion 7 of the Exclusions applicable to Coverages A, and B .

b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

2) When this Policy is excess, we will have no duty under Coverages A to defend the insured against any "Suit" if any other insurer has a duty to defend the insured against that "Suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

3) When this Policy is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

a) The total amount that all such other insurance would pay for the loss in the absence of this Policy; and

b) The total of all deductible and self-insured amounts under all that other insurance.

4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Policy Schedule of this Policy.

c. Method of Sharing:

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit and Examination of Your Books and Records

a. We will compute all premiums for this Policy in accordance with our rules and rates.

b. Premium shown in this Policy as advance premium is a deposit premium only.

At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the "Policy period" is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

d. We may examine and audit your books and records as they relate to this policy at any time during the "Policy period" and up to three years afterward.

6. Representations

By accepting this Policy, you agree that:

a) The statements in the Policy Schedule are true, accurate and complete;

b) Those statements are based upon representations you made to us; and

c) We have issued this Policy in reliance upon your representations made in the proposal form and otherwise.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this Policy applies:

a) As if each Named Insured were the only Named Insured; and

b) Separately to each insured against whom claim is made or "Suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Policy, then it is a condition precedent to our obligations under this Policy that those rights are transferred to us. The insured must do nothing after loss to impair these rights in any manner. At our request, the insured will bring legal proceedings or transfer those rights to us and assist us in enforcing them.

9. Sanction Clause

We shall not be deemed to provide cover under this Policy or be liable to pay any amount under the Policy to the extent that the provision of such cover or payment of such amount would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

10. Cancellation

1. The first Named Insured specified in the Policy Schedule may cancel this Policy by mailing or delivering to us advance written notice of cancellation at least 30 days prior to cancellation.

2. We may cancel this policy on the grounds of mis-representation, fraud and non-disclosure of facts, and in such event, we will mail or deliver to the first name insured in writing notice of cancellation at least 30days before the effective date of cancellation. We will mail or deliver our notice to the first Named Insured's last mailing address given to us.

3. Notice of cancellation will state the effective date of cancellation. The "Policy period" will end on that date.

4. If this Policy is cancelled, we will send the first named insured any premium refund. If we cancel, the refund will be pro-rata. If the first named insured cancels, the refund will be on short period scale mentioned below, provided that there has been no claim under the policy during the "Policy period" in which case no refund of premium shall be allowed. The cancellation will be effective even if we have not made or offered a refund.

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

5. If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. This Policy's terms can be amended or waived only by endorsement issued by us and attached to this Policy Schedule.

12. Inspections and Surveys

1. We have the right to:
   (1) make inspections and surveys at any time;
   (2) give you reports on the conditions we find; and
   (3) recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations, and such actions we do make relate only to insurability and the premiums to be charged on renewal. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And, we do not warrant that conditions:
   (1) are safe or healthful; or
   (2) comply with laws, regulations, codes or standards.
3. Paragraphs 1.and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar or other organization which makes insurance Inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

13. Premiums

The first Named Insured specified in the Policy Schedule:

a. is responsible for the payment of all premiums to us in full; and

b. will be the payee for any return premiums we pay.

14. Transfer of Your Rights and Duties under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

If your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your right and duties, but only with respect to that property.

15. Arbitration

If any dispute or any difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The seat of the arbitration and hearings shall be India.

It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as herein before provided, if we have disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or “Suit” upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

16. Governing Law

Any interpretation of this Policy relating to its construction, validity or operation and any disputes and any disputes and differences arising under this Policy shall be settled in accordance with Indian law.

17. Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.

18. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand or registered post to:

a. In case of the first Named Insured, at the address specified in Policy Schedule.

b. In our case: at the address specified in Policy Schedule.

19. Grievances

In case you are aggrieved in any way, you should call us at toll free number: 1800 2666 or email us at customersupport@icicilombard.com.

If you are not satisfied with the resolution, then you may subsequently write to the manager- service quality, corporate manager- service quality, national manager-operations & finally director-services and business development at the following address:

Grievance Redressal Officer

ICICI Lombard General Insurance Company Limited
ICICI Lombard House, 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple, Prabhadevi,
Mumbai - 400 025.

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at http://www.policyholder.gov.in, or from any of Our Offices.

Jurisdiction of Office Union Territory, District)	Office Details
AHMEDABAD 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@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL 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@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
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@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI 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@cioins.co.in	Tamil Nadu, Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over Bridge, S. S. Road, Guwahati -781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD 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 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.

Jurisdiction of Office Union Territory, District)	Office Details
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM 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@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA 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@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW 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@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, 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.
MUMBAI 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 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

Jurisdiction of Office Union Territory, District)	Office Details
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.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 Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE 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@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDA website: www.irdaindia.org, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, website of the Company www.icicilombard.com or from any of the offices of the Company.

SECTION VI – DEFINITIONS

1. "Act of terrorism" means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
   a. Involves violence against one or more persons;
   b. Involves damage to property;
   c. Endangers life other than that of the person committing the action;
   d. Creates a risk to health or safety of the public or a section of the public; or
   e. Is designed to interfere with or to disrupt an electronic system.
2. "Auto" means
   a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "Auto" does not include "Mobile equipment".
3. "Bodily injury" means "Bodily injury", sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means
   a. Territory specified in Item No VI of the Policy Schedule;
   b. All other parts of the world if the injury or damage arises out of:
      1) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business.

         Provided the insured responsibility to pay damages is determined in a "Suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to in writing in advance.
5. "Coverage jurisdiction" means Item no VII specified in the Policy Schedule.
6. "Employee" means any natural person who receives remuneration directly from an insured and whose work is controlled and directed by that insured. "Employee" includes a "Leased worker". "Employee" does not include a "Temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. "Impaired property" means tangible property, other than " Your product" or "Your work", that cannot be used or is less useful because:
   a) It incorporates "Your product" or "Your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b) You have failed to fulfil the terms of a contract or agreement;

   If such property can be restored to use by the repair, replacement, adjustment or removal of "Your product" or "Your work" or your fulfilling the terms of the contract or agreement, then it shall not be included within the meaning of "Impaired property".
9. "Insured contract" means
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured contract";
   b. An elevator maintenance agreement;

c. That part of any other contract or agreement pertaining to your Designated Operation specified in the Policy Schedule (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "Bodily injury" or "Property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

10. "Leased worker" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "Temporary worker".

11. "Loading or unloading" means the handling of property:

   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "Auto";

   b. While it is in or on an aircraft, watercraft or "Auto"; or

   c. 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".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles maintained for use solely on or next to premises you own or rent;

   c. Vehicles that travel on crawler treads;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment;

   e. Vehicles not described in paragraph a, b, c or d. above maintained primarily for purposes other than the transportation of persons or cargo.

   However, "Mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "Auto"(s).

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Policy period" means the period commencing from the effective date and hour of this Policy and terminating on the expiry date and hour, as shown in the Policy Schedule.

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or re-claimed.

16. "Products completed operations hazard"

   a. Includes all "Bodily injury" and "Property damage" occurring away from premises you own or rent and arising out of Your product or "Your work" except:

      1) Products that are still in your physical possession; or

      2) Work that has not yet been completed or abandoned. However, "Your work" will be deemed completed at the earliest of the following times:

         (a) When all of the work called for in your contract has been completed.

         (b) When all of the work to be done at the job-site has been completed if your contract calls for work at more than one job-site.

         (c) When that part of the work done at a job-site has been put to its intended use by any person or organization other than another contractor or sub- contractor working on the same project. Work that may need service, maintenance, correction, repair or replacement but which is otherwise complete, will be treated as completed.

   b. Does not include "Bodily injury" or "Property damage" arising out of:

      1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "Loading or unloading" of that vehicle by any insured;

      2) The existence of tools, uninstalled equipment or abandoned or unused materials;

      3) Products or operations for which the classification, listed in the Schedule or in a Policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means

   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

   b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "Occurrence" that caused it.

   For the purposes of this Policy, electronic data is not tangible property.

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

18. “Suit” means a civil proceeding in which damages because of “Bodily injury”, “Property damage” to which this Policy applies are alleged. “Suit” includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our prior written consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our prior written consent.
19. “Temporary worker” means a person who is supplied to you to substitute for a permanent “Employee” on leave or to meet seasonal or short-term workload conditions.
20. “Volunteer worker” means a person who is not your “Employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. “Your product”:
    a. Means
        1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            a) You;
            b) Others trading under your name; or
            c) A person or organization whose business or assets you have acquired; and
        2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes
        1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “Your product”; and
        2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
22. “Your work”:
    a. Means
        1) Work or operations performed by you or on your behalf; and
        2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes
        1) Warranties or representations made at any time with respect to the fitness, quality, durability performance or use of “Your work”; and
        2) The providing of or failure to provide warnings or instructions.