

CONTRACT OF INSURANCE

INSURED NAME: HUBERT ENVIRO CARE SYSTEMS PVT LTD



INSURER: IFFCO TOKIO General Insurance Company Limited

Policy Type - Public Liability Industrial

Policy Period - ( 31/12/2021 to 30/12/2022 )

Servicing Branch : CHENNAI  
Policy Issuing Office : IFFCO TOKIO GEN INSU. CO. LTD. IFFCO BHAWAN, 128 Habibullah Road, CHENAI , TAMILNADU - 600017  
Issuing Office GSTIN : 33AAACI7573H1ZJ  
Corporate Office : IFFCO TOKIO GEN INSU. CO. LTD. 4th - 5th Floor, IFFCO Towers Plot No 3, Sector 29, GURGAON (HARYANA) - 122001  
Unique Invoice No : 41066877  
Policy No : 41066877  
Tax Invoice Date : 02/02/2022  
SAC : 997139  
Intermediary Details : SRIYAH INSURANCE BROKERS PVT L

**POLICY SCHEDULE CUM TAX INVOICE**

Item 1	Insured	HUBERT ENVIRO CARE SYSTEMS PVT LTD	
	GSTIN	33AABCH5835N1ZD	
	Address	A-21,(behind Lions	
		Club School) Iii Phase,	
		Thiru Vi Ka Industrial Estate,	
		Guindy,	
		Meenambakkam (tp + Og) (part)	
	Pin Code	600032	
Place of Supply	TAMIL NADU		
Contact No	*****669		
Email	ch*****@sriyah.in		
Item 2	Business Description	Operation of Water Treatment Plant and Lab Analysis work at PPS- III, Bawana	
Item 3	Policy Period	31/12/2021- 30/12/2022	
Item 4	Co Insurance Details	NA	
Item 5	Limit of Liability	Cover	
		Limit of Liability	INR 100,000 per occurrence and INR 200,000 in the aggregate
Item 6	Deductibles	<b>Premises &amp; Associated Liabilities</b> 0.5 % of the limit of indemnity per any one accident subject to a maximum of Rs. 3,00,000	
Item 7	Territorial Limits	India Only	
Item 8	Jurisdiction	India Only	
Item 9	Turnover Details	INR 15,000,000	
Item 10	Policy Type	Claims Made - Right to defend	
Item 11	Retroactive Date	Policy Inception	
Item 12	Premium	Premium Excluding Taxes:                    INR 2,500.00 CESS (0%):                                        INR 0.00 GST - SGST (9%):                                       INR 225.00 - UGST (0%):                                       INR 0.00 - CGST (9%):                                       INR 225.00 - IGST (0%):                                       INR 0.00 Total Premium / Invoice Value :            INR 2,950.00	
	GST Related Declarations	<b>Whether GST is Payable on Reverse Charge Basis- No</b>	
		<b>Extensions</b>	

Item 12

Other Terms and Conditions

1. Act of God Perils
2. Additional Insured wherever required by contract
3. Care Custody Endorsement sub-limited to INR 100,000 in the aggregate
4. Carriage of Effluents Extension covered Upto10
5. Cross Liability
6. Designated Premises Endorsement
7. Food And Beverages
8. IT Clarification Clause
9. Sudden and Accidental Pollution 72 hours
10. Terrorism Extension (Non-US) sub-limited to INR 100,000 in the aggregate
11. Waiver of Transfer of Rights wherever required by contract

**Exclusions**

1. Airlines, Aircraft and Airside operations of Airports including refuelling, control tower liability and construction and repair work within the Airport perimeter. For the purpose of this exclusion "airside" refers to area on the tarmac next to the aircrafts and the "runways" where the aircraft ply
2. Aqua Sports, Hazardous Sports
3. Automobile Liability Exclusion
4. Aviation Exclusion
5. Communicable Disease Exclusion
6. Contractors engaged in wrecking, demolition, maintenance of dams and sub aqueous work
7. Cyber Exclusion CGL
8. Directors & Officers Exclusion
9. Electric, Gas & Water Utilities where Brownout/Blackout failure to supply is not excluded
10. EMF Exclusion
11. IT clarification clause
12. Manufacturers and/or production and/or storage of fireworks, fuses, ammunitions, cartridges and explosives
13. Manufacturing/Formulation activities in US/Canada
14. Mining Risks other than "Drift" and/or "Open-cast"
15. Ocean marine Liability including ship owner's liability
16. Offshore related risks - Oil Rigs and Oil Platforms
17. Ownership, operation or use of Aircraft and air cushioned vehicles including construction, repair or installation work on aircrafts
18. Ownership, operation or use of railways, tramways and chair lifts
19. Ownership, operation or use of Vessels including their navigation
20. Pandemic Exclusion
21. Prior / pending litigation
22. Professional Liability
23. Public Liability of Indian Railways as Railway operator

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|--|--|---|
|  |  | <p>24. Railways Exclusion</p> <p>25. Underground and Underwater mines and collieries and all underground services in connection therewith, quarries, tunnelling</p> |
|--|--|---|

Toll Free: 1-800-103-5499; SMS "claim" to 56161  
 SAC Code: 9971  
 Regd. Office: IFFCO SADAN, C1 Distt Centre, Saket, New Delhi -110017  
 Corporate Identification Number (CIN) U74899DL2000PLC107621, IRDA Reg. No. 106  
 Consolidated Stamp Duty Deposited as per the order of Government of National Capital Territory of Delhi

For IFFCO-Tokio General Insurance Company Limited



**Authorised Signatory**

Regd. Office : IFFCO Sadan  
 C-1 Dist, Centre, Saket,  
 New Delhi-110017  
 CIN: U74899DL2000PLC107621

## PUBLIC LIABILITY POLICY

### 1. OPERATIVE CLAUSE:

WHEREAS the Insured named in the Schedule hereto and carrying on the business described in the said Schedule has applied to IFFCO-TOKIO General Insurance co. Ltd.(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 liability under the Public Liability Insurance Act, 1991 or any other Statute that may come into force after the issue of this policy) 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 one kilometer from the premises.

### 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 form 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 organisations 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 whether liability ultimately attaches to the policy or not. 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 CLAUSES:**

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 a Compulsory Excess of ½ % of the limit of indemnity per any one accident subject to a maximum of Rs. 3,00,000/-. 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, the policy shall be subject to a voluntary excess as mentioned in the schedule. This 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 therefrom;

(b) infringement of plans, copy-right, patent, trade name, trade mark, 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 or military or usurped power.

8.8 directly or indirectly caused by or contributed to by

(a) ionising 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;

This Policy does not cover liability for claims arising out of;

8.9 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 a contract of employment or apprenticeship with the Insured when such Injury arises out of the execution of such contract.

8.16 Any accident(s) in respect of which Relief would be under the Public Liability Insurance Act, 1991 or any other Statute that may come into force after the issue of this policy.

8.17 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, chooses 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 effected, 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.

9.9A 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/Policies, 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 In 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 premiums.

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 consequence of any material mis-statement 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 established against the insured in an Indian court. It is further agreed and understood that only Indian Law shall be applicable to any such action.

#### **9.15 POLICY DISPUTE CLAUSE**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within



India and to comply with all requirements necessary to give such court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

## Endorsement

### Act Of God

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy all claims arising from or attributable to Act of God perils causing Third party bodily injury and property damage within the named premises of the insured covered under this policy and for which the insured is held liable shall be admissible under the policy. The named perils under Act of God perils shall be as below :

Earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

### Additional Insured

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception Additional Insured as mentioned in Item No.13 stands covered under the policy but only with respect to any liabilities (for which this insurance applies) arising from the business activities covered under this policy and conducted for this additional insured or on their behalf by the named insured

It is also declared and agreed that 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

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

### Goods Kept In Care, Control & Custody

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to include your legal liability for loss/damage to property of residents/bonafide guests whilst they are under your care, control and custody in the premises referred to in the Schedule subject to limit of indemnity not exceeding the amount mentioned against Item No.13 of the schedule which shall form part of the overall limit of indemnity as mentioned in Item No. 5 of the Schedule of the policy.

It is expressly agreed and understood that the cover granted under this endorsement shall not apply to legal liability arising out of loss or damage to valuables of residents/bonafide guests unless they are kept in the strong room/cloak room maintained by you for safe keeping and you maintain proper records showing the items deposited therein by each resident/bonafide guest. In no case the policy covers loss of monies, securities, documents (including credit cards) and plans.

Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

### Carriage of Effluents (Outside The Premises) Extension

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the Insurance under this policy shall extend to include legal liability of the Insured for death or bodily injury or loss of or damage to or loss of use of property arising out of accident directly caused by treated effluents whilst being carried by pipe lines outside the premises insured upto the distance as mentioned in Item No 13 and claims made during the policy period.

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

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with. Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

### Cross Liability

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy 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 overall limits of indemnity stated in Item No. 5 of the Schedule of the Policy

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

### Designated Premises Endorsement

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy only claims arising

out of clients named business operation at locations mentioned in the Schedule shall be admissible under the policy.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

#### **Food & Beverage Endorsement**

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the insurance under this policy shall extend to include your legal liability for death and/or bodily injury and/or loss of or damage to or loss of use of property arising out of poisoning by foreign or deleterious matter in food, beverages and/or any other edible items supplied by you, provided always that you shall take every possible precaution to prevent supply of any food/beverages/edible items which are not in good condition or free from contamination or fit for human consumption subject to limit of indemnity not exceeding the amount mentioned against Item No.13 in the schedule and which shall form part of the overall limit as mentioned in Item No.5 of the schedule of the policy.

Also provided always that all other terms, conditions, provisions and exceptions of the policy shall apply to this extension as if they have been incorporated herein.

#### **Information Technology Clarification Clause**

Property damage covered under this Agreement shall mean physical damage to the Substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure, and any business interruption, losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### **Sudden and Accidental Pollution 72 hours**

As per Endorsement Wording

#### **Terrorism Extension**

Notwithstanding anything contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy any third party bodily injury or property damage for which Insured becomes legally liable to pay damages, arising out of any act of terrorism, stand covered under the policy

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

However, this Endorsement does not cover loss of or damage caused by :

(A) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

I. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

II. Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same.

III. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism.

(B) Loss or damage, cost or expenses 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 action taken in respect of any act of terrorism.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured. The limit of coverage under this endorsement shall be part of and not in addition to the Limit of Liability

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

### Waiver of Transfer of Rights

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that w.e.f. inception the insurers hereby waive Transfer of Rights of Recovery Against Others to Us (subrogation) against the \*Client and its parent, subsidiary and affiliated companies, its and their officers, directors and employees, co-ventures, but only to the extent and scope of liability assumed by IFFCO Tokio General Insurance Co. Ltd. under its Contract with the \*Client, as detailed below:

"If the insured has rights to recover all or part of any payment We have made under this Coverage Part, those rights are transferred to Us. The insured must do nothing after loss to impair them. At Our request, the Insured will bring suit or transfer those rights to Us and help Us enforce them"

The above shall however continue to apply in the following cases:

1. Cross Liability Cases (Insured vs. insured)
2. For recovery of Defense cost paid by Us in cases where the final outcome is decided against the insured by Court, tribunal or any other final adjudication or by admission
3. Any criminal act, breach of law
4. Any civil fines or penalties, exemplary damages

\*Client's name to be specifically provided. The coverage is subject to: 1. only when it is a requirement of the written contract 2. prior approval obtained by the Underwriter Except as otherwise provided in this endorsement, all terms, provisions and conditions of this Certificate shall have full force and effect.

### Airlines, Aircraft and Airside operations of Airports including refuelling, control tower liability and construction and repair work within the Airport perimeter

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Airlines, Aircraft and Airside operations of Airports including refuelling, control tower liability and construction and repair work within the Airport perimeter.

For the purpose of this exclusion "airside" refers to area on the tarmac next to the aircrafts and the "runways" where the aircraft ply

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

### Aqua Sports and Hazardous Sports Exclusion

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of engagement of third party in any aqua sport or hazardous sports including but not limited to Rafting, Bungy Jumping, Para Gliding, Hot Air Balloon, Zip lines and the likes

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

### Automobile Liability Exclusion

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Owned Automobile Liability, covered under Motor Insurance as per Motor Vehicles Act 1988 in India or equivalent in any other jurisdiction.

Jurisdictions wherein such an Act does not exist, the policy will exclude any loss or claim arising out of, based upon or attributable to any Owned Automobile Liability.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

### Airlines Exclusion

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception of this policy any claim arising out of Airlines, Aircraft and Airside operations of airports, including refueling, control tower liability and construction and repair work within the airport perimeter

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

### Communicable Disease Exclusion Clause:

1. Notwithstanding any provision, clause or term to the contrary, this policy excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and

1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited to an illness, sickness, condition or an interruption or disorder of bodily functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this policy.

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this policy that is affected by such Communicable Disease.

5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this policy (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this contract by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this policy that would otherwise be excluded through the exclusion set forth in this clause.

6. If the Insurer alleges that by reason of this clause, any amount is not covered by this policy, the burden of proving the contrary shall rest with the Insured.

#### **Contractors Engaged In Wrecking, Demolition, Maintenance of Dams and Sub Aqueous Work**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Contractors engaged in wrecking, demolition, maintenance of dams and sub aqueous work

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

#### **Cyber Exclusion CGL**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Cyber risk.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

#### **Director's and Officer's Liability Exclusion**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, the Insurer shall not cover loss in connection with any Claim under the policy arising out of, based upon or attributable to any Claim made against the Insured in their capacity as a director, officer, trustee or partner of the Insured in respect of the performance or non- performance of their duties as a director, officer, trustee or partner of the Insured.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

#### **Electric, Gas & Water Utilities where Brownout/Blackout failure to supply is not excluded**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Brownout/Blackout failure to supply

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Electro Magnetic Fields (EMF) Exclusion**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to any Electro Magnetic Fields (EMF) liability

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Information Technology Clarification Clause**

Property damage covered under this Agreement shall mean physical damage to the Substance of property

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure, and any business interruption, losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

**Manufacturers and/or Production and/or Storage of Fireworks, Fuses, Ammunitions, catridges and explosives**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to manufacturing and/or production and/or storage of fireworks, fuses, ammunitions, catridges and explosives

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Manufacturing Utility in USA/Canada Exclusion**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to any manufacturing utilities in USA/Canada

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Mining Risks other than "Drift" and/or "Open-cast"**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Mining Risks other than "Drift" and/or "Open-cast"

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Ocean marine Liability Including Ship owner's Liability**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Ocean Marine Liability including ship owner's liability

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Offshore Liability**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising from Offshore related risk unless incidental whilst indemnification based on "Jones Act". For the purpose of this exclusion – offshore risk means oil risks and oil exploration platforms

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Ownership, Operation or Use of Aircraft and Air Cushioned Vehicles Including Construction, Repair or Installation Work on Aircrafts**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Ownership, operation or use of Aircraft and air cushioned vehicles including construction, repair or installation work on aircrafts

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Ownership, Operation or Use of Railways, Tramways and Chair Lifts**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Ownership, operation or use of railways, tramways and chair lifts

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Ownership, Operation or Use of Vessels Including Their Navigation**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim

arising out of, based upon or attributable to Ownership, operation or use of Vessels including their navigation

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Pandemic Exclusion Clause:**

Notwithstanding any provision, this policy excludes any first party and/or third party actual or alleged loss, injury, sickness, disease, death, medical payment, defence cost, cost, damage, liability, claim, fines, penalty, compensation, expenses or any amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, arising out of (this includes all other terms commonly used and/or understood to reflect or describe, direct or indirect nexus and/or connection between one thing and another), intentional or unintentional violation of:-

- a. The provisions of Disaster Management Act, 2005 as amended from time to time.
- b. The provisions of The Epidemic Diseases Act 1897 as amended from time to time.
- c. The provisions of any act dealing with public health and/or public safety.
- d. The rules, regulations, orders, guidelines, policies, notification etc issued from time to time under any of the above acts.

**Prior and Pending Litigation Date Exclusion**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to the *Company* or any person insured under this policy for prior and pending litigations

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Professional Indemnity Exclusion**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to the Company or any person insured under this policy carrying out, or failing to carry out, professional services

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Public Liability of Indian Railways as Railway operator**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Public Liability of Indian Railways as Railway operator

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Liability of Railways**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising directly from Liability of Railways.

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

**Underground and Underwater Mines and Collieries and All Underground Services in Connection therewith, Quarries, Tunneling**

Notwithstanding any thing contained to the contrary, it is hereby declared and agreed that with effect from inception, this policy excludes any loss or claim arising out of, based upon or attributable to Underground and Underwater mines and collieries and all underground services in connection therewith, quarries, tunneling

Subject otherwise to the terms, condition, exclusions of the policy, upon which this endorsement has been issued.

Site of Location	Pragati- III, Combined Cycle Power Project Bawana, Delhi-110039
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