

PUBLIC LIABILITY INSURANCE

To be attached to and forming part of

Policy # : TBA
In name of : TBA

Whereas the insured named in the Schedule hereto and carrying out one the business described in the said Schedule, has applied to the NEW INDIA ASSURANCE COMPANY, LIMITED (hereinafter called "the Company") for the Indemnity hereinafter contained and has made a written proposal and declaration (referred to in the said Schedule) containing certain particulars and statements which together with any other statement made in writing by the Insured or any person acting on behalf of the Insured for the purpose of this Policy, shall be the basis of this contract and be deemed to be incorporated herein.

Now this Policy, witnesseth that subject to and in consideration of the payment to the Company of the premium stated in the Schedule hereto, the Company during the period set forth in the said Schedule or during any other period for which the Company may accept payment for the renewal of the policy, will subject to the terms, provisions, exclusions and conditions contained herein or endorsed or otherwise expressed hereon, indemnify the Insured against all sums not exceeding the limits stated in the Schedule hereto, which the Insured shall become legally liable to pay for compensation in respect of:

- a) Death or bodily injury to any person other than a person in the service of or acting in any capacity either for the Insured or for any sub-contractor to the Insured, and
- b) Damage to property other than property belonging to or held in trust by or in the control of the Insured or his employees or sub-contractors where such damage is not recoverable under any other policy of Insurance.

Where such death, injury or damage is caused at any time during the continuance of this Policy through the fault or negligence of the Insured or any of his employees whilst actually engaged in the Insured's business described in the Schedule hereto or by reason of any defect therein or in the ways, works, machinery or plant connected therewith or used therein.

It is understood and agreed that the Company will pay addition to the amount of the Indemnity, all costs and expenses incurred with its written consent in defending any claim made against the Insured.

Provided that the Company shall not be liable under this Policy in respect of: -

- 1 Death, injury or damage resulting from an occurrence outside the territorial limits stated in the Schedule.
- 2
 - a) Liability of the policyholder to his employees arising out of and in the course of their employment.
 - b) Decennial liability.
 - c) Liability arising out of Contractors All Risks and Erection All Risks policies.
 - d) Liability under any contractual obligation of indemnity.
- 3 The ownership, operation or use of:
 - a) Motor vehicles.
 - b) Aircraft and air cushioned vehicles.
 - c) Aerodromes and airports, control tower liability, aviation fueling.
 - d) Railways, tramways and cable cars.
 - e) Vessels (including their navigation and working) other than light craft on inland waterways and lakes
 - f) Dry-docks, docks, quays and wharves.
 - g) Ship building, ship repairing and ship breaking yards.
 - h) Amusement parks, stadiums and stands.
 - i) Funiculars of any kind.



- 4 Contractors:
 - a) Contractors carrying out construction, repair or installation work on vessels and/or aircraft.
 - b) Construction or repair work within the airside perimeter.
 - c) Contractors where more than 50% of turnover is in respect of building wrecking and demolition

- 5 Dams and sub-aqueous work:
 - a) Construction and maintenance of dams/coffer dams.
 - b) Sub-aqueous construction and/or other work.
 - c) Stevedoring risks.
 - d) Subsidence and collapse.

- 6 Mining, quarrying, excavating:
 - a) Underground and underwater mines and all underground services in connection therewith.
 - b) Quarries, if explosives are used.
 - c) Tunneling in excess of 200 meters in length including excavation work in connection therewith.
 - d) Sewer contracts involving deep trenching and work (that is deeper than 5 meters).

- 7 Erection and work on towers:

The construction, maintenance and demolition of towers, and/or steeples in excess of 50 meters in height, bridges in excess of 50 meters in length, tunnels in excess of 200 meters in length and chimney-shafts in excess of 50 meters in height.

- 8 Gases and explosives:
 - a) Manufacture and/or production, storage, filling, breaking down, transport of:
 - Fireworks, fuse(s), cartridges, ammunition, powder, nitro-glycerine or any explosives;
 - Gases and/or air under pressure in containers;
 - Butane, methane, propane and other liquefied gases;
 - Petrochemicals.
 - b) Operations in connection with the production, storage, distribution and/or sale of natural gas.
 - c) Power plants.

- 9 Oil companies:

Drilling, producing, refining and/or distributing (other than general distributors).

- 10 Toxic waste disposal:

Toxic waste disposal contractors, toxic waste land site owners and/or operators.

- 11 Death, injury or damage caused directly or indirectly by:
 - a) Fire and / or explosion;
 - b) Bursting and / or explosion of boilers;
 - c) Defective drains sewers or sanitary arrangements;
 - d) Food poisoning or foreign or deleterious matter in food or drink;
 - e) The fault or negligence of any sub-contractor to the Insured or of any person in the service of and / or acting on behalf of such sub-contractors;
 - f) Earthquake, Earth Tremor, Volcanic Eruption, war invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power, riot, civil commotion, strike or locked out workers or by any direct or indirect consequences of any of the said occurrences;
 - g) Professional indemnity, wrongful advice, Directors- and Officers liability and/or errors or omissions, libel and slander, internet liability;
 - h) Medical malpractice;
 - i) Defective design;
 - j) Failure to supply in relation to Gas, Electricity and Water Utility Companies;
 - k) Chemical and pharmaceutical companies.
 - l) Policies issued in the United States of America/Canada.
 - m) Municipalities.
 - n) Genetic engineering;
 - o) Offshore activities;
 - p) Gas and electricity undertakings;
 - q) Contractual penalties and/or contractual guarantee of any kind;
 - r) Patent infringement, copyright, piracy;
 - s) Pure pecuniary losses.

The logo for Pagnumath, featuring the name in a stylized, cursive script font.

- 12 Hot roofing as a separate trade and by builders' own employees.
- 13 Welders as a separate trade.
- 14 Death, injury or damage caused directly or indirectly by or in connection with the use of lifts, elevators, locomotives, animals, vehicles, harness, cycles, ships, boats or other craft.
- 15 Damage to the fabrics or foundations of any building or other structure adjacent to or in the neighborhood of any operation, which the Insured is or has been carrying out, where such damage is due to the nature of such operations.
- 16 Damage to property of any description caused by, in the course of, or as the outcome of the manufacture, construction, alteration, repair or treatment of such property or during or as a result of any work performed thereon by the Insured or any employees of the Insured.
- 17 Death, injury or damage arising in the course of as result of remedial or other treatment administered by the Insured or any person acting on his behalf.
- 18 Any accident, injury, loss, damage and / or liability out of any process or trade connected with atomic energy:
 - a) Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing, radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission
- 19 All actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost expense or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from or otherwise in connection with any a) any Nuclear Risk, b) irradiation or contamination by nuclear material.
- 20 Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
- 21 Any loss, damage, injury, death, illness, any legal liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b) any act of terrorism.

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.

This exclusion also excludes loss, damage, injury, death, illness, any legal liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

- 22 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):



- a) 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
- b) a pandemic or epidemic, as declared by the World Health Organization or any governmental authority.

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:

- i) the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
- ii) 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
- iii) 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
- iv) the disease, substance or agent is such:
 - that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
 - 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.

- c) 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:
 - i) 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 an insured premises, or customer and or supplier premises (including service / utility providers), or
 - ii) change in consumer behaviour, or
 - iii) an absence of infected employees or employees suspected of being infected shall not be covered by this Policy.
- d) 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.
- e) 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 Policy, by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) no change in the law, clause or similar provision; (3) no 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 (re)insurance coverage or protection under this Policy that would otherwise be excluded through the exclusion set forth in this Clause .



23 Asbestos in accordance with the following: any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity, and/or losses suffered in the course of manufacturing and/or supplying and/or producing, storing, filling, breaking down, transporting asbestos and/or asbestos products.

24 Emerging Risks in accordance with the following:

- a) Electromagnetic Fields: any claims or losses arising directly or indirectly out of non-ionic radiation including but not limited to Electromagnetic Fields and/or Electro Magnetic Interference.
- b) Genetically Modified Organisms (GMO): any claims or losses arising directly or indirectly from Genetically Modified Organisms.

For the purposes of this exclusion, GMOs shall mean and include:

organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change

and shall also mean and include:

every biological or molecular unit with self-replication potential, or biological or molecular unit with self-replication potential from which they have been derived,

which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

- c) Transmissible Spongiform Encephalopathy (TSE): any claims or losses arising directly or indirectly out of transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (vCJD).

If the insurer alleges that by reason of the forgoing exclusions, any loss, damage, injury, death, illness, any legal liability, cost or expense is not covered by this contract, the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SANCTIONS LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or pay any benefit hereunder to the extent and for such period that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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, or any of its states.

Provided further that the due observance and fulfillment of the terms, provisions, conditions and endorsements of this policy by the Insured, in so far as they relate to anything to be done or complied with by the Insured, shall be conditions precedent to any liability of the Company to make any payment under this Policy.

No waiver of any of the terms provisions, conditions and endorsement of this Policy or the renewal thereof shall be valid unless made in writing signed by an authorized official of the Company.



CONDITIONS

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident and in the event of any claim, every letter, claim, writ, summons and/or process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately after the Insured shall have knowledge of any impending prosecution in respect of any occurrence, which may give rise to a claim under this Policy.
2. No admission, offer, promise or payment shall be made by the Insured without the written consent of the Company, which shall be entitled if it so desires to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. At any time after the happening of any event giving rise to a claim or series of claims under this Policy, the Company may pay to the Insured the full amount of the Company's liability under such clauses and relinquish the conduct of any defense settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defense settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
4. The Insured shall at all times exercise reasonable care in the selection and employment of steady sober and competent workmen in his business likewise in keeping himself acquainted with the state and conditions of the ways, works, machinery and plant connected with or used in his business and in seeing that the same are kept in a proper and efficient state of repair and fit for the work for which they are used. If any defect shall be discovered, the Insured shall not only cause the said defect to be made good with all dispatch but also in the meantime cause such additional precautions to be taken as the circumstances of the case may require.
5. The Insured shall give notice to the Company of any material alteration or circumstance that may take place in the nature of the risk, and until the Company be advised of such alteration and shall have expressly agreed in writing to accept liability for such risk and the additional premium (if any) shall have been paid, the Company shall not be liable in respect of any accident or injury due altogether or in part to any such alteration or circumstance.
6. 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 a fraudulent statement or device, whether by the Insured or by any person on behalf of the Insured, nor if the Insurance has been continued in consequence of any material mis-statement or the nondisclosure of any material information by or on behalf of the Insured.
7. The Company may cancel this policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium less the pro rata portion thereof for the period the policy has been in force. The Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period Rates for the time the policy has been in force.
8. If at any time a claim arises under this Policy, there is any other existing Insurance covering the same liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any compensation costs or expenses.
9. The Company shall not be bound to accept any renewal premium nor to give notice that such is due.
10. If any dispute shall arise as to whether the Company is liable under this Policy or as to the amount of its liability, the matter shall, if required by the Company, be referred to the decisions of two neutral Arbitrators, one of whom shall be named by each party, or of an Umpire who shall be appointed by the said Arbitrators before entering on the reference and in case the Insured or his legal or personal representatives shall neglect or refuse for the two calendar months after request in writing



from the Company so, to name an Arbitrator, the Arbitrator of the Company may proceed alone and no action or proceedings shall be brought or prosecuted on this Policy until the award of the Arbitrators or Umpire has been first obtained. The costs of and connected with the Arbitration shall be in the discretion of the Arbitrators or Umpire.

11. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to Arbitration under the provisions herein contained, then the claim shall for all purpose be deemed to have abandoned and shall not thereafter be recoverable hereunder.

A handwritten signature in black ink, appearing to read "Ragunath". The signature is written in a cursive, flowing style with some loops and flourishes.