

COMPREHENSIVE GENERAL LIABILITY POLICY TERMS CGL/C-001/2022

Throughout this **Policy**, the words **You/ Your** refer to the **Named Insured** shown in **the Schedule**, and any other person or organization qualifying as **Insured** under **this Policy**. The words **We/Us/Our** refer to **ALDAGI**

The word **Insured** means any person or organization qualifying as such under Section II -Who Is **an Insured**. Other words and phrases that appear in bold type have special meaning. Refer to Section V - Definitions.

This Policy provides Claims Made coverage. Except as otherwise provided, such coverage applies only to *claims first made against the Insured* and reported to **us** during **the Policy Period**.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. INSURING AGREEMENT

- a. **We** will pay those sums that **the Insured** becomes legally liable to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. **We** will have the right to defend **the Insured** against any **suit** seeking those damages. We may, at our discretion, investigate any event 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 the **Schedule**.
- (2) Our right to defend applies only in those countries in **the coverage territory** where the laws of the territory permit **Us** to defend. In those countries in **the coverage territory** where the laws of the territory do not permit **Us** to defend, **We** will reimburse **You** for **Your** defence costs, subject to **Our** prior authorization in writing.

No other liability to pay sums or perform acts or services is covered, unless explicitly provided for under Supplementary Payments - **Coverages A and B**.

- a. This insurance applies to **bodily injury** and **property damage** only if:
 - (1) Such **bodily injury** and **property damage** is caused by an **event** that takes place in **the coverage territory**;
 - (2) Such **bodily injury** and **property damage** become firstly apparent and are reported to **us** in **the Policy Period**;
 - (3) The **event** causing **bodily injury** and **property damage** has happened after the **retroactive date**
 - (4) Any claim or **suit** for damages because of such **bodily injury** or **property damage** is made or brought in **the coverage territory** specified in **the Schedule**.

- b. Subject to the conditions as above, **we** will perform the payment of the indemnification under the section only upon the final court/ arbitration decision on the amount of **your** liability is adopted and enters into legal force.
- c. **We** may upon **our** sole discretion decide to settle a claim out of court/arbitration if **you** accept **our** offer for out of court/arbitration indemnification and will release **us** of any further liability in connection with the **event**.

2. EXCLUSIONS

This insurance does not apply to:

a. 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.

b. Contractual Liability

Bodily injury or **property damage** which **the Insured** is liable to pay as damages by reason of the assumption of liability in a contract or agreement, except (for the purpose of the indemnification under the **products-completed operations hazard** cover only and subject to the **bodily injury** and **property damage** be within the definition of **products-completed operations hazard**): assumed in that part of any other contract or agreement pertaining to **Your** business under which **You** assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization and provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement

c. Liquor 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
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if **You** are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and similar Laws/Liabilities

Any liability of the **Insured** under a workmen's compensation, disability benefits or unemployment compensation law or any similar law/ liabilities.

e. 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:

- (1) Whether **the Insured** may be liable as an employer or in any other capacity; and
- (2) To any liability to share damages with or repay someone else who must pay damages because of the injury.

f. Pollution.

- (1) **Bodily injury or property damage** arising out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**, except for
 - a. **Bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
 - b. **Bodily injury or property damage** arising out of heat, smoke or fumes from a hostile fire;
 - c. **Bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor;
 - d. **Bodily injury or property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by **You** or on **Your** behalf by a contractor or subcontractor; or

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
- (b) Claim or **suit** by or on behalf of a governmental 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**.

g. 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 any operation and loading or unloading.

h. 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.

i. War

Bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, terrorism, military or usurped power, rebellion or revolution.

j. Damage To Property

Property damage to:

- (1) Property **You** own, rent, or occupy;
- (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

k. Damage To Your product

Property damage to **Your product** arising out of it or any part of it.

l. Damage to Your work

Property damage to **Your work** arising out of it or any part of it

m. Damage to the Property that incorporates your work or product

Property damage to property that incorporates **Your product** or **Your work**

n. Damage to Property Not Physically Injured

Property damage to property that was not physically injured

o. 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.

p. Product guarantee

Any loss arising from failure of **Your products** or **you** to achieve results expressly guaranteed by **You** to the extent that the express performance guarantee exceeds the obligations which would ordinary attach to **You** under the general law

q. Employment-Related Practices

Bodily injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of **bodily injury** to that person at whom any of the employment related practices describe in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether **the Insured** may be liable as an employer or in any other capacity; and
- (2) To any liability to share damages with or repay someone else who must pay damages because of the injury.

r. Personal and advertising injury

Bodily injury arising out of **personal and advertising injury**

s. Asbestos

Property damage or **bodily injury**, arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any liability of **the Insured** to indemnify any party because of damages arising out of such property damage or **bodily injury** as a result of manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

t. Nuclear

This Policy does not cover liability for claims arising out of, directly or indirectly caused by or contributed to by

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

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

u. Magnetic or Electromagnetic Fields or Radiation

This Policy does not cover loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic or electromagnetic fields or radiation however caused or generated.

v. **Pandemic**

ANY INJURY, LOSS, DAMAGE AND RESULTANT BUSINESS INTERRUPTION, COST OR EXPENSE ARISING OUT OF OR RESULTING FROM OR RELATING TO OR CAUSED DIRECTLY OR INDIRECTLY (INCLUDING BY FEAR OF OR THREAT OF) BY ANY INFECTIOUS DISEASES (INCLUDING ANY VIRUS, BACTERIUM OR OTHER MICROORGANISM THAT INDUCES OR IS CAPABLE OF INDUCING DISEASE, ILLNESS, OR PHYSICAL DISTRESS INCLUDING BUT NOT LIMITED TO COVID-19, SARS) THE SPREAD OF WHICH IS CHARACTERIZED AS PANDEMIC.

w. **Professional Liability**

This Policy does not apply to liability due to any negligence, error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the Insured in the conduct of the Insured's Business activities as stated in the Schedule.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY – NOT COVERED

1. INSURING AGREEMENT

- a. **We** will pay those sums that **the Insured** becomes legally liable to pay as damages because of **personal and advertising injury** to which this insurance applies. **We** will have the right to defend **the Insured** against any **suit** seeking those damages. **We** may, at our discretion, investigate any **offense** 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 **the Schedule**.
 - (2) **Our** right to defend applies only in those countries in the **coverage territory** where the laws of the territory permit **Us** to defend. In those countries in the coverage territory where the laws of the territory do not permit **Us** to defend, **We** will reimburse **You** for **Your** defense costs, subject to **Our** prior authorization in writing.
No other obligation or liability to pay sums or perform acts or services is covered, unless explicitly provided for under **Supplementary Payments - Coverages A and B**.
- b. This insurance applies to **personal and advertising injury** caused by an offence arising out of **Your business**, but only if the **offence** was committed in the **coverage territory** and reported during the **Policy Period**. Any claim or suit must be made or brought in the **coverage territory** specified in **the Schedule**.
- c. Subject to the conditions as above, **we** will perform the payment of the indemnification under the section only upon the final court/ arbitration decision on the amount of **your** liability is adopted and enters into legal force.
- d. **We** may upon **our** sole discretion decide to settle a claim out of court/arbitration if **you** accept **our** offer for out of court/arbitration indemnification and will release **us** of any further liability in connection with the **event**.

2. EXCLUSIONS

This insurance does not apply to such personal and advertisement injury which is :

a. Knowing Violation of Rights of another

Caused by or at the direction of **the Insured** with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury;

b. Material published with knowledge of falsity

Arising out of oral or written publication of material, if done by or at the direction of **the Insured** with knowledge of its falsity;

c. Material published prior to Policy period

Arising out of oral or written publication of material whose first publication took place before the beginning of **the Period of Insurance**;

d. Criminal Acts

Arising out of a criminal act committed by or at the direction of **any Insured**;

e. Contractual liability

For which **the Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that **the Insured** would have in the absence of the contract or agreement;

f. Breach of Contract

Arising out of a breach of contract

g. Quality of performance of goods – failure to conform to statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in **Your** advertisement;

h. Wrong description of prices

Arising out of the wrong description of the price of goods, products or services stated in **Your** advertisement;

i. Infringement of Copyright, Patent, Trademark or trade secret

Personal and advertising injury arising out of infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your advertisement of copyright, trade dress or slogan.

j. Insureds in Media And internet type businesses

Committed by **an Insured** whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs .a., b. and c. of **personal and advertising injury** under the Definitions Section;

k. **Electronic Chats room or bulletin Boards**

Personal and advertising injury arising out of an electronic chats room or bulletin board the **Named Insured** hosts, owns or over which the **Named Insured** exercises control.

l. **Unauthorized use of another's name or product**

Personal and advertising injury arising out of unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. **Pollution**

Personal and advertising injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

n. **Pollution related**

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of **pollutants**; or
- (2) Claim or **suit** by or on behalf of a governmental 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**

o. **Employment-Related Practices**

Personal injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of **personal injury** to that person at whom any of the employment related practices describe in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether **the Insured** may be liable as an employer or in any other capacity; and
- (2) To any liability to share damages with or repay someone else who must pay damages because of the injury.

COVERAGE C - MEDICAL PAYMENTS – NOT COVERED

1. INSURING AGREEMENT

- a. **We** will pay medical expenses as described below for **bodily injury** caused 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** operations;

provided that:

- (1) The accident takes place in the **coverage territory** and is reported during **the Period of Insurance**;
 - (2) The expenses are incurred within **30** (thirty) working days of the date of the accident and agreed with **Us** immediately on occurrence; and
 - (3) The injured person submits to examination, at **Our** expense, by physicians of **Our** choice as often as **We** reasonably require
- b. **We** will make these payments regardless of fault. These payments will 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.

2. EXCLUSIONS

We will not pay expenses for **bodily injury**:

- a. To **any Insured**.
- b. To a person hired to do work for or on behalf of **any Insured** or a tenant of **any Insured**.
- c. To a person injured on that part of premises **You** own or rent that the person normally occupies.
- d. 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 law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within **the products-completed operations hazard**.
- g. Excluded under **Coverage A**.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, invasion, act of foreign enemy, civil commotion, factional civil commotion, terrorism, military or

usurped power, rebellion or revolution.

- i. Incurred *outside of Georgia/ for medical treatment outside of Georgia*

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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.
 - b. All reasonable expenses incurred by **the Insured** at **Our** request to assist **Us** in the investigation or defense of the claim or **suit**.
 - c. All costs assessed or taxed against **the Insured** in the **suit**.

These payments will reduce the limits of insurance.

SECTION II- WHO IS AN INSURED

1. If **You** are designated in the **Schedule** as:
 - a. An individual, **You** and **Your** spouse are **Insureds**, but only with respect to the conduct of a **business** of which **You** are the sole owner.
 - b. 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 business**.
 - c. An organization other than a partnership, or a joint venture **You** are an **Insured**. **Your** executive officers 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, with respect to the conduct of **Your business**.
2. Each of the following is also an **Insured**:
 - a. **Your employees**, other than either **Your** executive officers (if **You** are an organization other than a partnership, or joint venture), but only for acts within the scope of their employment by **You** or while performing duties related to the conduct of **Your business**. However none of these **employees** is an **Insured** for:
 - (1) **Bodily injury** or **personal and advertising injury**:
 - (a) To **You**, to **Your** partners or members (if **You** are a partnership or joint venture), or to a co-employee while that co-employee is either in the course of his or her employment or while

performing duties related to the conduct of **Your business**;

- (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of Paragraph (1) (a) above;
- (c) For which there is any liability to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (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 employees**, any partner or member (if **You** are a partnership or joint venture), or any member

- b. Any person (other than **Your employee**) 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 successor has been appointed.

- d. **Your** legal successor if **You** die, but only with respect to **your** duties as such.

3. With respect to **mobile equipment** registered in **Your** name under any motor vehicle registration law, any person is **an Insured** while driving such equipment along a public highway with **Your** permission. Any other person or organization responsible for the conduct of such person is also **an Insured**, but only with respect to liability arising out of the operation of the equipment, and only if *no other insurance of any kind is available to that person or organization* for this liability. However, no person or organization is **an Insured** with respect to:

- a. **Bodily injury** to a co-employee of the person driving the equipment;
- b. **Property damage** to property owned by, rented to, in the charge of or occupied by **You** or the employer of any person who is **an Insured** under this provision.

No person is **an Insured** with respect to the conduct of any current or past partnership and or joint venture/ no organization is **an insured** -that is not shown as a **Named Insured** in **the Schedule**.

SECTION III – LIMITS OF INSURANCE

1. Any One Event Limit

The **Any One Event Limit** as shown in **the Schedule** is the maximum **We** will pay for the sum of damages under any Coverage Section (A, B, C) because of all **bodily injury** and **property damage** arising out of any one **event**.

2. Annual Aggregate Limit

The Annual **Aggregated Limit** as shown in the **Schedule** is the maximum **We** will pay under **any** Coverage section (**A, B, C**) regardless of the number of:

- a. **Insureds**;
- b. Claims made or **suits** brought; or
- c. Persons or organizations making claims or bringing **suits**. This shall

include any sub-limits as shown in **the Schedule**.

3. Subject to the **Any One Event limit** and **Annual Aggregate limit for Cover A**, the **Aggregate Sublimit for bodily injury & property damage** is the maximum

We will pay for the sum of Damages under **Coverage A**, *except* damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

4. Subject to the **Any One Event limit** and **Annual Aggregate limit for Cover A**, the **Aggregated sublimit for Products-Completed Operations Limit** is the maximum **We** will pay under **Coverage A** for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.

SECTION IV - 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 insurance.

2. Duties In The Event Of Accident, Offence, Claim Or Suit

a. **You** must see to it that **We** are notified as soon as practicable but not later than **10** (ten) working days from the moment **You** get informed of an **event** or **offence** which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where **the event** or **offence** 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 event** or **offence**. Notice of

an event or **offence** is not notice of a claim.

b. If a claim is received by any **Insured**, **You** must:

(1) Immediately record the specifics of the claim and the date received; and

(2) Notify **Us** as soon as practicable but not later than **5** (five) working days from the moment **You** learn about such a claim

You must see to it that **We** receive written notice of the claim within **5**(five) working days from an oral notification as above.

c. **You** and any other involved **Insured** must:

(1) Immediately send **Us** copies of any demands, notices, summonses or legal papers received in connection with the claim or a **suit**;

(2) Authorize **Us** to obtain records and other information;

(3) Co-operate 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 insurance may also apply.

d. No **Insured** shall voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without **Our** consent in writing, any payment, promise, obligation undertaken without **our** consent will not be compensated under this insurance.

3. **Legal Action Against Us**

No person or organization has a right under this insurance:

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 insurance unless all of its terms 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** obtained after an actual trial; but **We** will not be liable for damages that are not payable under the terms of this insurance 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. Contribution

If at the time of happening of **any event** resulting into a liability covered by this **Policy**, there shall be existing any other Liability Insurance of any nature covering the same liability, whether effected by **You** or not, then **We** will pay only rateable proportion of claim, which will be calculated as a share of this insurance in the total volume of the coverage provided without consideration from the perspectives of the actual collections from the others Insurers.

5. REPRESENTATIONS

By accepting **this Policy**, **You** agree:

- a. The statements in the **Schedule** are accurate and complete;
- b. Those statements are based upon representations **You** made to **Us** in the application; and
- c. We have issued this **Policy** in reliance upon **Your** representations.

6. 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 insurance, 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.

7. Severability

If any of the provisions of this **policy** is found to be void or unenforceable by competent court then that provision shall be deemed to be deleted from this **Policy** and the remaining provisions of this **Policy** shall continue in full force and effect.

8. Cancellation

- (a) **We** may cancel **this Policy** by giving **30 days** written notice of such cancellation to the last known address of **the Named Insured** and in such a case **We** will return a pro-rata portion of **the premium** for the unexpired **Policy Period**.
- (b) **This Policy** may also be cancelled by **You** by giving **30 days** written notice to **Us** in which event **We** will retain **premium at the short period scale**, provided that there has been no Claim under **the Policy** during the **Policy Period**, in which case no refund of **premium** shall be allowed.
- (c) The payment or tender of any unearned **premium** by **Us** shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.
- (d) If the **Policy** is cancelled due to any reason or by any Party and a loss is paid/recognized by **Us** during the period the **Policy** was in force, no premium return is envisaged under the insurance in spite of the provisions as above and the full insurance premium per **Policy** is subject to payment to **Us** by **You**.

9. 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 in the form of issuance of an Endorsement to **the Policy** dully signed by both parties.

10. Examination of Your Books and Records

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 **3** (three) years afterward.

11. Premiums

It is a condition precedent for the indemnity payment under **the policy** that the premium/ first premium installment (if the payment in installments is envisaged on the schedule) shall be paid the **property damage/ bodily injury** became apparent/ **offence** occurred.

In case of non-payment of the insurance premium on time i.e. by the date specified under the **Policy**, **We** shall set the additional two-week deadline for **You** to pay the insurance premium. If after the expiration of the aforementioned deadline the insured event occurs and the payment still has not been performed, **We** shall be released from the obligation to pay out the insurance indemnification. In addition, in case of non-payment of premium on time on the basis of one month prior written notification upon the ineffectual expiration of the aforementioned deadline **We** shall reserve the right to terminate the insurance agreement/**Policy** unilaterally.

The Named Insured shown in **the Schedule**:

- a. is responsible for the payment of all premiums; and
- b. will be the payee for any return premiums **We** pay.

12. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under **this Policy** may not be transferred without **Our** written consent except in the case of death of an individual **Named Insured**.

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

13. Governing Law

Any interpretation of **this Policy** relating to its construction, validity or operation shall be made in accordance with *Georgian law*.

14. Disputes resolution

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this policy or its interpretation. Any dispute, controversy, or claim which cannot be settled amicably, or the breach, termination or invalidity thereof, shall be submitted to and finally settled by competent *Courts of Georgia*.

15. Protection of Policy Holder's Interest

In the event of a claim, if the same is found admissible under **the Policy**, **We** shall make an offer of settlement or convey the rejection of the claim within **30 days** of receipt of all relevant documents and Investigation/ Assessment Report (if required). In case the claim is admitted, the claim proceeds shall be paid within **30 days** of **Your** acceptance of **Our** offer.

16. Credit Info

All the provisions under this **Policy** shall be confidential. Any information related to the provisions of this **policy** shall be disclosed to a third person (persons) only in the cases provided under the applicable law and/or by written agreement of the **parties**. Notwithstanding the aforementioned, by signing the given **policy** **You** grant **Us** the unconditional right to submit any information about **You** available to the **Us** without any additional consent of **You** to JSC 'Creditinfo Georgia' (registered by Mtatsminda-Krtsanisi regional court on February 14, 2005, No. of register: #06/5-51, Identification No.:204470740), which shall lead to the registration of **You** in the database of 'Creditinfo Georgia'.

17. Other provisions

By signing this **Policy**

- a) the **Parties** acknowledge that they fully understand the meaning of the **Policy** and it is concluded on the basis of reasonable consideration
- b) **You** grant **Us** or **Our** affiliate the right to indicate **You** as an **Our** customer and/ or to indicate the existence of the present **Policy** (without prejudice to confidentiality) for advertising of **Our** business or to make public announcement (including written form, mass media, internet etc.) regarding **Us**. For this purposes **We** or **Our** affiliate shall have the right to use **Your** brand name and trademark (including trademarks used by **You** on the basis of rights obtained from the trademark holder/owner in accordance with the legislation).

SECTION V - DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about **Your** goods, products or services for the purpose of attracting customers or supporters.
2. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.
3. **Bodily injury** means bodily injury, sustained by a person, including death resulting from any of these at any time.
4. **Coverage territory** means the territory as described in **the Schedule**, to **events/offences/medical costs** happened and to **suits/claims** for the damages brought in which does this insurance apply
5. **Employee** – any person who is working under the contract of employment or a job contract with **You** no

matter written or oral

6. **Event** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. For the products & completed operations hazard the works shall be completed after the **retroactive date** for **the event** to be qualified as eligible for this insurance.
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. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
9. **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 fulfill the terms of a contract or agreement;
10. **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**.
11. **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 and which does not have the registration for the public roads;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a, b, c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment but will be considered **autos**:

- (1) Equipment designed primarily for: (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (1) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (2) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

*This insurance is applicable to the **property damage/ bodily injury** as result of operations of **mobile equipment** only if such a **mobile equipment** is listed in **the schedule***

12. Named Insured – person/organization stipulated as a **Named Insured** in the Schedule, who enters into the **insurance contract** with **Us**

13. Personal and advertising injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Recorded oral or written publication of material that slanders or libels a person or organization or

disparages a person's or organization's goods, products or services;

- e. Recorded oral or written publication of material that violates a person's right of privacy;
- f. The use of another's advertising idea in **Your** advertisement; or
- g. Infringing upon another's copyright, trade dress or slogan in **Your** advertisement.

14. 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, reconditioned or reclaimed

15. Policy(Insurance Contract)-the present terms, schedule and application for Comprehensive General liability insurance shall be read together as one **Policy**

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 subcontractor 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.

17. Property damage means:

- a. Physical injury to tangible property, including that resulting in 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 event** that caused it.

18. Suit means a civil proceeding in which damages because of **bodily injury, property damage** or **personal and advertising injury** to which this insurance applies are alleged. **Suit** includes any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with **Our** consent.

19. 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 organization (s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

This Policy also excludes loss, 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**.

20. Your business means the business as described on the schedule, the liability arising from the operations of the premises not stipulated in **the schedule** is not covered.

21. Your product means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) **You**;
 - (2) Others trading under **Your** name; or
- b. **Containers** (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

22. Your work means:

- a. Work or operations performed by **You** or on **Your** behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

23. Offence - the violation of rights of another which results in **personal & advertising injury** as defined under **Coverage B**

24. Schedule

It means the latest **Schedule** issued by **Us** as part of **Your Policy**. It provides details of **Your Policy** coverage including limits of liabilities covered which are in force and the period of cover **You** have against the liabilities described.

25. Policy Period

It means the period commencing from the effective date and hour and terminating at midnight on the expiry date as shown in the **Schedule**.

26. Retroactive Date

The date after which

- a. **the events** occurred
- b. operations completed & product supplied/sold/delivered/ distributed (for purpose of **products-completed operations hazard**)

may trigger **bodily injury** and **property damage** covers under this insurance.

27. Short period scheme:

Actual policy duration	% of annual gross premium payable for the period
Less than 3 months	40%
3-6months	65%
6-9 months	90%
9-12 months	100%