COMMERCIAL GENERAL LIABILITY INSURANCE TERMS

CGL/C-001/2026

Throughout this **Insurance Agreement**, the words **You/ Your** refer to the **Named Insured** shown in the **Policy**, and any other person or organization qualifying as an **Insured** under this **Insurance Agreement**. The words **We/Us/Our** refer to the **Insurer** - Insurance Company "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 **Insurance Agreement** 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 **Period of Insurance** or the **Discovery and Reporting Period**.

SECTION I - COVERAGE

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. Provided, however, that any sums paid by **Us** as compensation shall be subject to the limitations set forth in the **Any One Event Limit** and **Aggregate Limit** specified in the **Policy.**

No other liability to pay sums or perform acts or services is covered, unless explicitly provided for under "Supplementary Payments".

b. This insurance applies to **Bodily Injury** and **Property Damage** only if:

(1) Such **Bodily Injury** and/or **Property Damage** is caused by an **Event** that takes place in the **Coverage Territory**;

(2) Such **Bodily Injury** and/or **Property Damage** first become apparent and are reported to **Us** during the **Period of Insurance** or the **Discovery and Reporting Period**;

(3) The **Event** causing **Bodily Injury** and/or **Property Damage** has happened after the **Retroactive Date**

(4) Any **Claim** or **Suit** for damages because of such **Bodily Injury** and/or **Property Damage** is made or brought in the country where the **Coverage Territory** is located.

c. Subject to the conditions as above, **We** will perform the payment of the indemnity under this coverage only upon the final court/ arbitration decision on the amount of **Your** liability is adopted and enters into legal force. However, for the purposes of this insurance, a default judgment rendered against the **Insured** shall under no

circumstances be covered, whether or not it has entered 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:

a. Intentional Act and Gross Negligence

Bodily Injury or **Property Damage** caused by an intentional act or gross negligence of any **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. This exclusion does not apply to liability for damages that the **Insured** would have in the absence 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. 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:

(a) Whether the **Insured** may be liable as an employer or in any other capacity; and

(b) To any liability to share damages with or repay someone else who must pay damages because of the injury.

e. Pollution

Bodily Injury or **Property Damage** arising out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**.

f. Aircraft, Watercraft, Rail Vehicle, Auto and Mobile Equipment

Bodily Injury or **Property Damage** arising out of the ownership, maintenance, use, transit or entrustment to others of any aircraft, watercraft, rail vehicle, **Auto** or **Mobile Equipment** owned or operated by or rented or loaned to any **Insured**. Use includes any operation and **loading or unloading**.

g. 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.

h. 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.

i. Damage To Your product

Property Damage to **Your Product** arising out of it or any part of it.

j. Damage to Your work

Property Damage to **Your Work** arising out of it or any part of it.

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

Property Damage to property that incorporates **Your Product** or **Your Work.**

l. 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.

m. Nuclear

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.

n. Magnetic or Electromagnetic Fields or Radiation

Any 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.

o. 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.

p. Professional Liability

Any liability for **Bodily Injury** or **Property Damage** incurred by the **Insured** as a result of any actual or alleged error, omission, negligence, or wrongful act of a professional nature, committed or allegedly committed by the **Insured** or any person acting on their behalf, in the performance of duties related to the conduct of the

Named Insured's business specified in the **Policy**.

q. Products-Completed Operations

Any liability for **Bodily Injury** or **Property Damage** arising out of the **Products-Completed Operations Hazard**.

r. Cyber

Any loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

s. Fungi and Mould exclusion

Any loss, damage, cost or expense arising directly or indirectly from the presence, growth, proliferation, spread or any activity of mould, mildew, fungus, spores, or microbial contamination of any kind, regardless of the cause.

t. Penalties, Fines, Punitive/Liquidated damage

Any **Claim** arising out of, based upon, attributable to or as a consequence of contractual penalties, fines, penalties, punitive damages or liquidated damages.

u. GMO

Any actual or alleged liability whatsoever for any **Claim** in respect of, costs or expenses directly or indirectly arising out of, resulting from or in consequence of the modified genetic component of a GMO, any protein derived therefrom, or any product containing such a component or protein.

v. Silica

Any loss, damage, liability, **Claim**, cost, or expense directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form.

SUPPLEMENTARY PAYMENTS

1. **We** will pay, with respect to any **Claim We** investigate or settle or any **Suit** against an **Insured We** defend:

   a. All reasonable expenses incurred by the **Insured** at **Our** request to assist **Us** in the investigation or defense of the **Claim** or **Suit**.

   b. All costs assessed or taxed against the **Insured** in the **Suit**, subject to the exclusions set forth in this **Insurance Agreement.**

*These payments will reduce the **Limits of Insurance**.*

SECTION II- WHO IS AN INSURED

1. If the **Named Insured** designated in the **Policy** is:
   a. A partnership or joint venture, its members are **Insureds** along with the **Named Insured**, but only with respect to the conduct of the **Named Insured's** business.
   b. An organization (other than a partnership or joint venture), its **Executive Officers** and directors are **Insureds** along with the **Named Insured**, but only with respect to their liability incurred in connection with the conduct of the **Named Insured's** business. Its stockholders are also **Insureds**, but only with respect to their liability as stockholders in connection with the conduct of the **Named Insured's** business.
2. The following are also **Insureds**:
   a. **Employees** of the **Named Insured**, but only for acts performed within the scope of their employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business. Provided, however, that no such **Employee** is an **Insured** in respect of **Bodily Injury** caused to any other **Insured**, or **Property Damage** to property owned by, possessed by, or in the care, custody or control of, any other **Insured**.
   b. In the event of the death of the **Named Insured** (if the **Named Insured** is an individual), their legal successor, but only with respect to the **Named Insured's** duties as such.

No person is an **Insured** with respect to any activity related to membership in any current or past partnership or joint venture that is not designated in the **Policy** as a **Named Insured.** Likewise, no organization is an **Insured** unless it is designated in the **Policy** as a **Named Insured**.

SECTION III – COMMERCIAL 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, 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** which may result in a **Claim**. To the extent possible, notice should include:

   (1) How, when and where the **Event** 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.**

Notice of an **Event** 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, Agreement on Defense Tactics

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.

In the event of any existing or potential/anticipated **Claim** or **Suit** against **You**, **You** are obligated to agree with **Us** in advance on any measures aimed at defending **Your** interests, and to conduct the defense of **Your** interests/rights (whether in a court/arbitration/any dispute resolution body, or outside thereof) solely in accordance with the defense tactics determined by **Us**, which entails not only the specific measures and relevant strategy aimed at carrying out the defense, but also the selection of the persons/lawyers/representatives conducting the defense.

Furthermore, under no circumstances shall **You** admit any **Claim** or **Suit** of any other person, whether orally, in writing, or in any other direct, indirect, or implied form; nor shall **You** allow the entry of a default judgment to **Your** detriment or any other form of inaction on **Your** part. **You** are also obligated to assist **Us** by any reasonable means and in any form in the proper conduct of the aforementioned defense by **Us**. **Your** breach/non-fulfillment of even a single one of the listed obligations grants **Us** the unconditional right to refuse the payment

of indemnity under this **Insurance Agreement**.

4. CONTRIBUTION

If at the time of happening of any **Event** resulting into a liability covered by this **Insurance Agreement**, 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 other Insurers.

This rule does not apply if there is other compulsory insurance for the same liability, in which case indemnification shall primarily be provided by the compulsory insurance, and the coverage provided under this **Insurance Agreement** shall apply only in respect of the part not covered by such compulsory insurance.

5. REPRESENTATIONS

By accepting this **Insurance Agreement**, **You** agree:

a. The statements in the **Policy** 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. SUBROGATION

1. In the event the **Insured** has the right to recover, wholly or in part, from third parties any loss suffered by the **Insured** and indemnified by **Us** under this insurance, then such right shall be transferred to **Us** to the extent of the indemnity paid by **Us**. The **Insured** shall provide **Us** with all available documents, evidence, and information in its possession, and perform all necessary acts required to enforce the right of recovery for the loss sustained, which has been transferred to **Us** by way of subrogation.

2. The **Insured** shall not waive any rights against a responsible third party, execute a settlement agreement with such party, or take any step that renders impossible or restricts **Our** ability to exercise the right of recovery transferred to **Us** by way of subrogation. In the event of a breach of this condition, **We** are entitled to refuse indemnification or demand the reimbursement of any indemnity already paid.

7. SEVERABILITY

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

8. CANCELLATION

(a) **We** may cancel this **Insurance Agreement** 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 **Period of Insurance.**

(b) If cancellation of this **Insurance Agreement** by **Us** is due to **Your** non-fulfillment of one or more obligations under this **Insurance Agreement**, **You** shall be obligated to pay **Us** the insurance premium corresponding to the actual period the insurance was in force, calculated according to the short period scale.

(c) **You** may also cancel this **Insurance Agreement** by giving **30 days** written notice to **Us**, in which event **We** will retain that portion of the total premium which, according to the short period scale, corresponds to the actual period the insurance was in force, provided that there has been no claim under the **Insurance Agreement** during the **Period of Insurance**. Otherwise, no refund of premium shall be allowed (**We** will retain the total premium in full).

(d) If the **Insurance Agreement** is cancelled due to any reason or by any party, and a loss is paid/recognized by **Us** during the period the **Insurance Agreement** was in force, no premium return is envisaged under the insurance in spite of the provisions as above and the premium stipulated by the **Insurance Agreement** is payable by **You** to **Us** in full.

9. CHANGES

This **Insurance Agreement** contains all the agreements between **You** and **Us** concerning the insurance afforded. This **Insurance Agreement 's** terms can be amended or waived only in the form of issuance of an Endorsement to the **Insurance Agreement** 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 **Insurance Agreement** at any time during the **Period of Insurance** and up to **3 (three)** years afterward.

11. PREMIUMS

It is a condition precedent for the indemnity payment under the **Insurance Agreement** that the premium/ first premium installment (if the payment in installments is envisaged in the **Policy**) shall be paid prior to the **Property Damage/ Bodily Injury** became apparent.

In case of non-payment of the insurance premium on time i.e., by the date specified under the **Insurance Agreement**, **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 indemnity. 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** unilaterally.

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

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 Insurance Agreement

Your rights and duties under this **Insurance Agreement** 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 l**egal 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 **Insurance Agreement** 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 **Insurance Agreement** 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 Insured's Interest

In the course of processing a claim submitted under this **Insurance Agreement**, **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, indemnity shall be paid once the act about loss settlement and release from further liability prepared by **Us** is duly signed by **You** and the injured party.

16. Confidentiality Clause

All provisions of this **Insurance Agreement** constitute confidential information. Any disclosure of information relating to this **Insurance Agreement** to any third party (parties) shall only be made within the framework of applicable law and/or pursuant to a written agreement between the parties.

17. Other provisions

By signing this **Insurance Agreement**

a) the Parties acknowledge that they fully understand the meaning of the **Insurance Agreement** 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 **Insurance Agreement** (without prejudice to confidentiality) for advertising of **Our** business or to make public announcement (including written form, mass media, internet etc.) regarding **Us**. For these 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 IV – DISCOVERY AND REPORTING PERIOD

1. If this **Insurance Agreement** is cancelled prior to the expiry of the **Period of Insurance** or is not renewed after the expiry of the **Period of Insurance**, an Automatic **Discovery and Reporting Period** of 30 days shall take effect, without payment of any additional premium, from the date of cancellation or expiry of the **Period of Insurance**.

If during this 30-day period the **Named Insured** enters into another insurance agreement similar to the expired **Insurance Agreement**, the Automatic **Discovery and Reporting Period** shall terminate as of the date such insurance agreement is entered into.

2. At the **Named Insured's** option and subject to agreement with **Us**, the **Named Insured** may, in consideration of an additional premium, purchase an Extended **Discovery and Reporting Period**, which shall take effect upon the expiration of the Automatic **Discovery and Reporting Period**. For this purpose, the **Named Insured** must submit a written request to **Us** during the term of the Automatic **Discovery and Reporting Period**. If an agreement is reached between the **Named Insured** and **Us**, **We** will issue an Endorsement specifying, among other necessary information, the duration of the Extended **Discovery and Reporting Period** and the amount of the additional premium.

If during the Extended **Discovery and Reporting Period** the **Named Insured** enters into another insurance agreement similar to the expired **Insurance Agreement,** the Extended **Discovery and Reporting Period** shall terminate as of the date such insurance agreement is entered into. In such case, **We** will not refund any portion of the paid additional premium to the **Named Insured**.

3. The **Insured** may utilize the Automatic or Extended **Discovery and Reporting Period** to notify **Us** of any **Claim(s)** first made against the **Insured** during the **Period of Insurance** or the **Discovery and Reporting Period**, but only in respect of **Claim(s)** arising out of **Events** taking place prior to the cancellation of this **Insurance Agreement** or the expiry of the **Period of Insurance**, whichever occurs earlier.

SECTION V - DEFINITIONS

1. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any permanently attached machinery or equipment.

2. **Bodily Injury** means bodily injury, sustained by a person, including death resulting from any of these at any time.

3. **Claim** means a demand made against the **Insured** for damages or compensation because of **Bodily Injury** or **Property Damage**.

4. **Coverage Territory** - the territory as described in the **Policy**, to which this insurance applies in respect of **Events** occurring therein.

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.

7. **Executive Officer** means a person holding any of the officer positions created by **Your** charter, constitution, by-laws or any other similar governing document.

8. **Impaired Property** means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:

   a. It incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. **You** have failed to fulfill the terms of a contract or agreement.

9. **Insurance Agreement** - these Insurance terms, the **Policy** and the Commercial General Liability Insurance Application collectively constitute the **Insurance Agreement**.

10. **Insurance Policy (Policy)**

    It means the latest version of the **Policy** confirmed by **Us**, which forms part of the **Insurance Agreement**. It sets out the details of **Your** insurance coverage, such as the applicable limits of liability and the **Period of Insurance** during which **Your** liability described in the **Insurance Agreement** is covered.

11. **Limits of Insurance - Aggregate Limit or Any One Event Limit**

    a. **Any One Event Limit** - The amount shown in the **Policy**, which is the maximum **We** will pay for the sum of damages because of all **Bodily Injury** and **Property Damage** arising out of any one **Event**.

    b. **Aggregate Limit** is the maximum **We** will pay regardless of the number of:

       (a) **Insureds**;

       (b) **Claims** made or **Suits** brought; or

       (c) Persons or organizations making **Claims** or bringing **Suits**.

12. **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, railway means, or **Auto**;

    b. While it is in or on an aircraft, watercraft, railway means or **Auto**; or

    c. While it is being moved from an aircraft, watercraft, railway means 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, railway means or **Auto**.

13. **Mobile equipment** means portable or self-propelled technical equipment for construction, agricultural or other purposes, operating off public roads.

14. **Named Insured** – person/organization stipulated as a **Named Insured** in the **Policy**, who enters into the **Insurance Agreement** with **Us** and pays the premium.

15. **Period of Insurance**

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

16. **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.

17. **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.

18. **Property Damage** means 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.

19. **Retroactive Date**

    The date after which the **Events** occurred may trigger **Bodily Injury** and **Property Damage** covers under this insurance.

20. **Suit** means a civil proceeding in which damages because of **Bodily Injury** or **Property Damage** 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.

21. **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 **Insurance Agreement** 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**.

22. **Your Business** means the business as described in the **Policy**.

23. **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.

24. **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.