

## Commercial General Liability

(Occurrence Basis – Cost Inclusive)



This Policy incorporates the following which shall be read together as one contract and words and expressions to which specific meaning is given in any part of this Policy shall have the same meaning wherever they appear

## **Statement of Intent**

## **Schedule**

## **Insuring Agreement**

Coverage: Public and Products Liability

## **Exclusions**

## **Extensions**

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Cross Liabilities  
Overseas Personal Liability  
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## **Definitions**

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Aircraft Products  
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Injury  
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Silica-related dust  
Vehicle

## **General Conditions**

## **Claims Conditions**

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## Statement of Intent

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### PLEASE READ THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) TO ENSURE THAT IT MEETS YOUR REQUIREMENTS

This Policy, the Schedule and any Endorsement thereon forms an integral part of the policy and is a legal contract. Various provisions in this Policy restrict coverage. Please read the entire Policy carefully to determine rights duties and what is and is not covered.

Please examine it thoroughly to ensure it meets your requirements and if it does not please inform us immediately.

We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance and failure to do so may invalidate your Policy or result in certain covers not operating fully.

If you are in doubt as to whether a fact is material or not please contact your insurance adviser.

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The Insurer will provide insurance in the terms of this Policy in consideration of the premium being paid by the Insured and in reliance upon the written statements and declarations provided by or on behalf of the Insured

Signed for the Insurer .....

Date.....

### ISSUED BY

**Royal Sundaram General Insurance Co. Limited**

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## SCHEDULE

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**Policy Number**

**Insured**

**Address**

**Business**

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**Period of Insurance**

**From**

**To**

**Both days inclusive local Standard Time at Address reflected above**

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**Premium**

**Tax**

**Total Payable**

**Adjustable rate**

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**Limit of Indemnity**

- |    |                    |  |
|----|--------------------|--|
| a) | Limit of Indemnity | Any one Occurrence   |
| b) | Limit of Indemnity | All Occurrences (in the annual aggregate) happening during the Period of Insurance in respect of Products supplied   |
| c) | Limit of Indemnity | All incidents (in the annual aggregate) considered to have occurred during the Period of Insurance in respect of Pollution or contamination (caused by a sudden identifiable unintended and unexpected incident) of buildings or other structures or of water or land or of the atmosphere |
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**Policy Territory**

**Jurisdiction**

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**Deductible**

The Insurer shall not be liable for the Deductible - the first amount of each and every Occurrence which the Insured agrees to pay

Provided that

- a) any Deductible shall be included within the Policy Limit of Indemnity or any other limit of liability stated in the Policy unless otherwise stated
- b) in the event that the Insurer pays any part or all of the Deductible to effect settlement of any claim the Insured shall upon request immediately reimburse the Insurer

Deductible

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**Products**

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**Memoranda :**

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Service Tax No. AABCR7106GST001

PAN Number : AABCR7106G

Issued at :

on :

Policy Servicing Office :

For Royal Sundaram General Insurance Co. Limited

Duly Authorised Signatory

RS CGL - Occ - Costs Inclusive\_Ver1.1\_1213 (UIN : RSA-LI-P14-07-V01-14-15) IRDA Registration No. 102

## INSURING AGREEMENT

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### Coverage

Subject to the terms exclusions definitions conditions and limitations of this Policy the Insurer will provide indemnity to the Insured up to the Limit of Indemnity for damages which the Insured shall become legally liable to pay consequent upon

- a. accidental Injury of any person
- b. accidental loss of or damage to Property including loss of use
- c. nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

happening within the Policy Territory during the Period of Insurance in connection with the Business and arising out of an Occurrence

The Insurer will pay all reasonable Legal Costs

Provided that

- a. in respect of any one Occurrence
- b. in respect of all Occurrences happening during the Period of Insurance arising out of Products supplied
- c. in respect of all incidents considered to have occurred during the Period of Insurance in respect of Pollution or contamination of buildings or other structures or of water or of land or of the atmosphere

The following shall apply

1. the total amount payable in respect of the Coverage above and all Extensions Legal Costs and Endorsements shall not exceed the Limit of Indemnity
2. the Insurer may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which Insurer is legally liable for the claims arising out of such Occurrence can be settled, subject to the terms and conditions of the Policy. The Insurer will then relinquish control of such claims and be under no further liability in respect thereof except for Legal Costs for which the Insurer may be responsible prior to the date of such payment
3. where the Insurer is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
4. the Insurer shall not be obliged to pay any claim or judgement or to defend any suit after the Limit of Indemnity has been exhausted

## EXCLUSIONS

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The indemnity will not apply to legal liability

1. arising from or out of the ownership operation maintenance possession or use by or on behalf of the Insured of any
  - a. Vehicle other than legal liability arising out of
    - i. the use of plant as a tool of trade on site
    - ii. the use of plant at the premises of the Insured
    - iii. the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance contract or where insurance or security is required by law
  - b. aircraft or other aerial device
  - c. aerospace device
  - d. hovercraft or hydrofoil
  - e. water-borne vessel or craft other than
    - i. hand propelled or sailing craft in inland or territorial waters and not exceeding 8 metres in length
    - ii. craft used for business entertainment within inland or territorial waters
2. arising from or in connection with
  - a. advice
  - b. design
  - c. specificationprovided for a fee by the Insured and not connected with the supply or intended supply of the Insured's Products
3. for or arising from loss of or damage to any Property which at the time of the Occurrence giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
  - a. Employees' directors' partners' or visitors' personal effects including vehicles and their contents
  - b. premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
  - c. premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
    - i. has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
    - ii. arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings
4. caused by or arising out of Pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the Pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance All costs and expenses incurred in the prevention removing nullifying or cleanup of any Pollution or contamination is excluded

Provided that all Pollution or contamination which arises out of one incident shall be considered by the Insurer for the purposes of this Policy to have occurred at the time such incident takes place

5. arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection mutiny civil commotion or military or usurped power
6. for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment of that person by the Insured in the Business
7. for loss of or damage to any Product supplied or work executed by the Insured caused by any defect therein or its failure to perform or the harmful nature or unsuitability thereof for its intended purpose

8. for the costs of recall inspection removal repair alteration correcting improving replacement or reinstatement of any Product supplied or work executed by the Insured necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose
9. for fines penalties liquidated aggravated punitive or exemplary damages
10. arising out of Aircraft Products
11. of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
12. for Injury or damage to Property or legal liability of whatsoever nature directly or indirectly resulting from Employment Related Practices
13. of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of Asbestos Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust or the exposure of persons buildings or property to Asbestos Asbestos Containing Materials or Asbestos Dust
14. for Injury or damage to Property or remediation costs or legal liability of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of Silica or Silica-related Dust
15. arising from any Product guarantee or warranty given by or on behalf of the Insured
16. arising from any liability assumed by the Insured under a contract unless liability would attach in the absence of such contract
17. arising from or out of any Act of Terrorism regardless of any other cause or event contributing concurrently or in any of the sequence to the loss or any action taken in controlling preventing suppressing or in any way relating to any Act of Terrorism
18. for Injury or damage to Property from tobacco tobacco smoke or any ingredient or additive present in or used with tobacco
19. for Injury or damage to Property caused by or arising from the actual alleged or threatened inhalation of ingestion or contact with exposure to existence of or presence of any Fungi or bacteria on or within a building or structure including its contents and for any loss cost or expense arising out of the abating testing for monitoring cleaning up removing containing treating detoxifying neutralising remediating or disposing of or in any way responding to or assessing the effects of Fungi or bacteria by any Insured or by any other person or entity
20. for Injury or damage to Property arising out of or directly or indirectly related to the actual or alleged publication or utterances of oral or written statements whether made in advertising or otherwise which is claimed as an infringement violation or defence of any of the following rights or laws
  - a. copyright other than infringement of copyrighted advertising materials
  - b. patent
  - c. trade dress which shall mean any right enforceable at law to the extent that it relates to the overall visual appearance of a business and its products and/or services and the manner in which they are packaged and/or presented
  - d. trade secrets
  - e. trademark or service mark or certification mark or collective mark or trade name other than trademarked or service marked titles or slogans
21. for liability arising out of the publication or utterance of a libel or slander made by or at the direction of the Insured with the knowledge of the falsity thereof



- 22. for work performed on offshore gas and oil platforms
- 23. for Injury or damage to Property arising from the sale or distribution of pharmaceuticals imported or manufactured by the Insured
- 24. for liability caused by or arising out of or in any way connected with abuse whether physical mental sexual emotional or otherwise
- 25. for Injury or damage to Property arising out of the rendering of or failure to render any professional advise service or instruction or any error or omission connected therewith

**EXTENSIONS** (each of which is subject otherwise to the terms of this Policy)

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**Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Policy the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a. any director or partner of the Insured      *(equivalent of INR 40' 000)*
- b. any Employee      *(equivalent of INR 20' 000)*

**Cross Liabilities**

If the Insured comprises more than one party the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages under any or all policies shall not exceed the Limit of Indemnity stated in the Schedule

**Overseas Personal Liability**

The Insurer will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability in respect of Injury or loss of or damage to Property incurred in a personal capacity while temporarily outside the Policy Territory in connection with the Business

The indemnity will not apply

- a. to legal liability arising out of the ownership or occupation of land or buildings
- b. where indemnity is provided by any other insurance

**Unauthorised Movement**

The Insurer will indemnify the Insured in respect of liability arising from or in connection with any Vehicle not the property of nor provided by the Insured that is causing an obstruction and interfering with the Business and is moved by any Person Employed or director of the Insured provided that the indemnity afforded by this Extension will not apply to the extent that an indemnity is provided to the Insured by a more specific motor insurance policy or where insurance or security is required by law

## DEFINITIONS

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### **Act of Terrorism**

Any act including but not limited to the use of force or violence and/or threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for or in connection with any political religious ideological ethnic or similar purpose or reason including the intention to influence any government and/or to put the public or any section of the public in fear

### **Aircraft Products**

Aircraft Products shall mean aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured sold handled or distributed or services provided or recommended by the Insured or by others trading under their name for use in the manufacture repair operation maintenance or use of any aircraft or aerial device

### **Asbestos**

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

### **Asbestos Containing Materials**

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

### **Asbestos Dust**

Asbestos Dust shall mean fibres or particles of Asbestos

### **Business**

Business shall mean that which is specified in the Schedule and conducted solely from premises in the Policy Territory and shall include

- a. the ownership repair and maintenance of the Insured's own property
- b. the provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- c. fire and security services maintained solely for the protection of premises owned or occupied by the Insured
- d. private work carried out by any Person Employed with the prior consent of the Insured for any director or partner of the Insured or Employee
- e. the provision of car parks
- f. the provision of sponsorship
- g. attendance at or participation in trade fairs shows and exhibitions by any Employee or Director in connection with their employment
- h. former activities of the Insured as declared and agreed by the Insurers

### **Data**

Data shall mean representation of information or concepts in any form including electronic data that includes but is not limited to code or series of instructions operating systems software programs electronic mail websites intranet sites and firmware

### **Employee**

Employee shall mean any individual under a contract of service or apprenticeship with the Insured

### **Employment Related Practices**

Employment Related Practices shall mean any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Insured in connection with any actual or alleged

- a. unlawful or unfair dismissal
- b. discharge or termination of employment
- c. breach of any written or oral employment contract or quasi-employment contract
- d. employment-related misrepresentation
- e. violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin sex sexual orientation religion maternity pregnancy age and disability)
- f. violation or non-compliance with legislation regulating working hours
- g. failure to employ or promote
- h. demotion
- i. discipline
- j. deprivation of a career opportunity
- k. failure to grant tenure
- l. failure to adopt adequate workplace or employment policies and procedures
- m. retaliatory treatment of whistleblowers and others
- n. negligent evaluation
- o. employment-related invasion of privacy
- p. employment-related breach of data protection legislation
- q. employment-related libel slander humiliation and defamation
- r. failure to furnish job references or accurate job references
- s. employment-related infliction of mental anguish or emotional distress

### **Fungi**

Shall mean any type or form of fungus including mould or mildew and any mycotoxins spores scents or by-products produced or released by Fungi

### **Injury**

Injury shall mean bodily injury death disease illness wrongful arrest or false imprisonment and includes stress mental anguish and depression

### **Insured**

The Insured shall mean the Insured as stated in the Schedule and the personal representatives of the Insured in respect of legal liability incurred by the Insured At the request of the Insured the Insurer will also indemnify the following within the terms and conditions of the Policy

- a. any principal
  - b. any director or partner of the Insured
  - c. any Person Employed
  - d. the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
  - e. any director or partner of the Insured or Employee with the prior consent of the Insured in respect of private work undertaken by any Person Employed for such director partner or Employee
- against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

### **Legal Costs**

Legal Costs shall mean

- a. claimant's costs and expenses which the Insured is legally liable to pay in connection with any claim
  - b. the costs of legal representation
    - 1. at any Coroner's Court or Fatal Accident Inquest
    - 2. at any court arising out of any alleged breach of statutory duty resulting in any claim which may be the subject of indemnity
  - c. all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy
- incurred with the written consent of the Insurer

**Occurrence**

Occurrence shall mean one event or series of events consequent on or attributable to one source or original cause

**Person Employed**

Person Employed shall mean any of the following while under the direct control and supervision of the Insured and whilst working for the Insured in connection with the Business

- a. Employee
- b. labour master and persons supplied by any Employee
- c. individuals employed by labour only sub-contractors
- d. self-employed person (not being in partnership with the Insured)
- e. individual supplied to hired to or borrowed by the Insured
- f. individual undertaking study or work experience while under the supervision of the Insured
- g. prospective employees being assessed by the Insured as to their suitability for employment
- h. volunteer workers

**Policy Territory**

India but in respect of the Insured's Products cover shall be extended to worldwide excluding the United States of America and Canada and their respective protectorates and territories

**Pollution**

Actual alleged or threatened spill discharge emission dispersal seepage leakage migration release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases waste materials or other irritants contaminants or pollutants into or upon buildings or other structures or atmosphere or any water course or body of water

**Product**

Any good or product (s) after they have ceased to be in the possession or under the control of the Insured manufactured constructed erected installed repaired serviced treated sold supplied or distributed by the Insured including any container thereof other than a vehicle associated with such container

**Property**

Property shall mean material tangible property but shall not include Data

**Silica**

Silica shall mean silicon dioxide (occurring in crystalline amorphous and impure forms) silica particles silica dust or silica compounds

**Silica-related Dust**

Silica-related Dust shall mean a mixture or combination of Silica and other dust or particles

**Vehicle**

Vehicle shall mean any mechanically propelled vehicle (including any machinery or apparatus attached thereto)

## GENERAL CONDITIONS

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1. The due observance and fulfilment by the Insured of all the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurer under this Policy
2. The Insured shall at their own expense
  - a. take all reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition
  - b. comply with all statutory requirements and regulations imposed by any authority
  - c. as soon as possible after discovery cause any defect or danger or error or omission to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
3. This Policy may be cancelled
  - a. By the Company may at any time, by giving 30 days notice in writing, terminate this Policy, on the grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured and all the Premium paid hereon shall be forfeited to the Company. Such notice shall be deemed sufficiently given, if communicated by e-mail or posted by Registered post and addressed to the Insured at the address mentioned in the Policy or by any other reliable mode of communication.
  - b. by the Insured, by giving 30 days notice in writing, who may be entitled to a return of premium after deduction of premium at the Company's short period rates for the period the policy has been in force, provided no claim has arisen under the within mentioned Policy prior to the receipt of such notice by the Company.
4. The terms of this Policy shall not be waived nor changed except by Endorsement issued or intended to be issued to form part of this Policy
5. Assignment of interest under this Policy shall not bind the Insurer unless its consent is endorsed hereon
6. If the Premium or any part thereof is calculated on estimates supplied to the Insurer by or on behalf of the Insured the Insured shall keep an accurate record of all relevant particulars and shall allow the Insurer to inspect such records at any reasonable time The Insured shall furnish the Insurer with such information as the Insurer may require at the expiry of the Period of Insurance The Premium shall thereupon be adjusted and any difference shall be paid by or returned to the Insured subject to any agreed First Premium
7. The Insurer may inspect the Insured's property and operations with reasonable notice Neither the Insurers rights to make inspections nor the making thereof nor any report thereon will constitute an undertaking by the Insurer on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law rule or regulation
8. In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address or contact through Toll Free number during normal business hours or by E mail. The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located for the following grievances
  - a. Any partial or total repudiation of claims by the Company.
  - b. Any dispute regard to premium paid or payable in terms of the policy.
  - c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
  - d. Delay in settlement of claims.
  - e. Non-issue of any insurance document to customer after receipt of the premium.
  - f. Any other Grievances.

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bhubaneswar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi. For details of Insurance Ombudsman, please visit our website [www.royalsundaram.in](http://www.royalsundaram.in)

## **CLAIMS CONDITIONS**

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1. The Insured shall give as soon as reasonably practicable to the Insurer full written notice of any Occurrence which may give rise to a claim under this Policy

The Insurer shall not avoid any claim on the grounds of breach of this Claims Condition but where the Insurer can demonstrate that the Insured has prejudiced the handling or settlement of any claim the amount payable in respect of such claim (including Legal Costs) shall be reduced to such sum as in the Insurer's opinion would have been payable in the absence of such prejudice

2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim The Insured shall give all such assistance as the Insurer may require
3. The Insured shall give such assistance to deal with claims and conduct of legal proceedings arising therefrom as the Insurer and/or their chosen legal advisers and consultants may reasonably require
4. Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with Indian law and shall be resolved within the exclusive jurisdiction of the courts of India
5. If at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected
6. In the event of any payment under this Policy the Insurer will be subrogated to all the Insured's rights of recovery against any person or organisation and the Insured shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights Any amount so recovered shall be applied in the following order of priority
  - first to the uninsured proportion of the loss
  - second to reimburse the Insurer to the extent of its actual payment hereunder
  - third if any balance then remains unpaid it be applied to reimburse the Insured as their interest may appear

The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries If there is no such recovery in proceedings conducted solely by the Insurer the Insurer shall bear the expenses thereof
7. Where the Insured is not entitled to be indemnified under this Policy the Insurer owes no duty of any kind and has no liability of any kind to the Insured