

PROJECT PROFESSIONAL INDEMNITY POLICY

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED

WHEREAS the Insured has made to us, the Insurer, a Proposal, which is hereby agreed to be the basis of this Policy and has paid to the Insurer the premium specified in the schedule.

NOW THE INSURER agrees, subject always to the following terms, exclusions, limitations and conditions, to indemnify the Insured in excess of the amount of the Deductible and subject to the limit of liability, against such Loss as is herein provided.

INSURING AGREEMENTS

I. Coverage

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as Damages because of any Claim first made against the Insured and reported in writing to the Insurer during the Policy Period or Extended Reporting Period (if applicable) in accordance with condition precedent V, for any Wrongful Act, of the Insured or any other person for whose acts, errors or omissions the Insured is legally responsible but only if such Wrongful Act first occurs on or after the Retroactive Date and before the end of the Policy Period and solely in the performance of the Professional Services as stated in the schedule for others for a fee.

II. Defence and Settlement (Included in the Limits of Liability)

The Insurer shall have the right and duty to defend, subject to and as part of the limits of liability, any suit against the Insured seeking Damages which are payable under the terms of this Policy, even if any of the allegations of the suit are groundless, false or fraudulent.

The Insurer shall have the right to make any investigation it deems necessary and, with the written consent of the Insured, any settlement of any Claim covered by the terms of this Policy. If the Insured refuses to consent to any settlement or compromise recommended by the Insurer and acceptable to the claimant and elects to contest the Claim, suit or proceeding, then the Insurer's liability shall not exceed the amount for which the Insurer would have been liable for Damages and Defence Expenses if the Claim or suit had been so settled or compromised when and as so recommended, and the Insurer shall have no liability for Claims expenses accruing thereafter and the Insurer shall have the right to withdraw from the further defence thereof by tendering control of said defence to the Insured.

It is further provided that the Insurer shall not be obligated to pay any Claim, judgment, award or Claims expenses, or to undertake or continue defence of any suit or proceeding after the applicable limit of the Insurer's liability has been exhausted by payment of judgments, awards, settlements, or Claims expenses or

after deposit of the applicable limit of the Insurer's liability in a court of competent jurisdiction, and that in such a case, the Insurer shall have the right to withdraw from the further defence thereof by tendering control of said defence to the Insured.

The Insurer shall pay all expenses incurred by the Insurer in any suit defended by the Insurer and brought against the Insured alleging a Wrongful Act, all costs taxed against the Insured in any such suit, and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Insurer has paid, tendered or deposited in court that part of the judgment which does not exceed the limit of the Insurer's liability thereon.

The Insurer shall also pay all reasonable expenses, other than loss of earnings, incurred by the Insured at the Insurer's request, which does not exceed the limit of the Insurer's liability thereon.

DEFINITIONS

Where the context so permits, references in this Policy to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice versa in both cases. The words or phrases defined below have a specific meaning. They have this meaning wherever they appear in the Policy and are shown with an initial capital letter.

1. **Claim** means the demand against the Insured for money damage, and includes a lawsuit or arbitration proceeding. Claims arising out of the same Wrongful Act or out of a series of continuous, repeated or related Wrongful Acts shall be considered as one Claim.
2. **Damages** means monetary sums payable pursuant to judgements and/or settlements negotiated by or on behalf of the Insurer and consented to by the Insured; provided, however, that Damages shall not include fines, penalties, punitive or exemplary or the multiplied portion of multiplied Damages, non pecuniary relief, taxes, or any amount for which an Insured is not financially liable, or which is without legal recourse to an Insured, or any matter which may be deemed uninsurable under the law pursuant to which this Policy is construed.
3. **Deductible** means the first amount of each Claim shown in the schedule, for which the Insured is responsible.
4. **Defence Expenses** means all expenses incurred by the Insurer in any Claim defended by the Insurer or incurred by the Insured with the Insurer's prior written consent as well as all reasonable costs levied against the Insured in any such Claim which does not exceed the Insurer's limit of liability. Defence Expenses shall all include all reasonable expenses, other than loss of earnings, incurred by the Insured at the Insurer's request. Defence Expenses shall not include post-judgment interest.
5. **Documents** means any documents of any nature whatsoever including computer records and electronic data material but does not include bearer bonds, cheques, bills of exchange, coupons, stamps, bank or currency notes or any other form of negotiable instruments.

6. **Extended Reporting Period** means the period of time as specified in the schedule after the end of the Policy Period for reporting Claims, suits or proceedings arising out of acts, errors or omissions occurring prior to the end of the Policy Period and otherwise covered by this Policy.
7. **Insured** means the individual, partnership, corporation, joint venture or any other entity named in the schedule, any Subsidiary and any partner, director, officer or employee thereof but solely in the performance of Professional Services as stated in the schedule.
8. **Insurer** means the Cholamandalam MS General Insurance Company Limited.
9. **Loss** means Defence Expenses, monetary sums payable pursuant to judgements, awards and/or settlements negotiated by or on behalf of the Insurer arising out of a Wrongful Act provided, however, that Loss shall not include fines, penalties, punitive or exemplary Damages, non pecuniary relief, taxes, or any amount for which an Insured is not financially liable, or which is without legal recourse to an Insured, or any matter which may be deemed uninsurable under Indian law.
10. **Policy** means:
 - a) the schedule, insuring clause(s), definitions, exclusions, conditions, and other terms contained herein; and
 - b) any endorsement attaching to and forming part of the Policy either at inception or during the Policy Period; and
 - c) the Proposal.
11. **Policy Period** means the period of time between the inception date shown in the schedule and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any Extended Reporting Period hereunder.
12. **Pollutants** include (but is not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including asbestos, lead, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed.
13. **Proposal** means the application for insurance completed by the Insured and any ancillary information and documentation supplied by the Insured in connection with this insurance.
14. **Professional Services** means the performance by the Insured of the specified Professional Services for a fee stated in the schedule.
15. **Retroactive Date** means the date, if any, set forth in the schedule.

16. Subsidiary means any corporation of which the entity named in Item 1 of the schedule owns more than 50% of the issued and outstanding voting stock either directly or indirectly through one or more of its Subsidiaries. Subsidiary includes any corporation which becomes a Subsidiary during the Policy Period provided that within 90 days of its becoming a Subsidiary:

- a) the Insurer is provided full particulars of the new Subsidiary and
- b) subject to review and acceptance by the Insurer, any additional premium or amendment of the provisions of this Policy required by the Insurer relating to such new Subsidiary is agreed to and
- c) any additional premium required by the Insurer is paid when due.

This Policy does not cover any Claim against a Subsidiary or any partner, director, officer or employee thereof for any Wrongful Act when the entity named in item I of the declarations did not own more than 50% of the issued and outstanding voting stock of such Subsidiary, either directly or indirectly through one or more of its Subsidiaries.

17. Wrongful Act means any actual or alleged negligent civil act, civil error or civil omission by the Insured on or after the Retroactive Date and solely in the performance of the Professional Services.

EXCLUSIONS

This Policy will not respond to any Claim directly or indirectly caused by, based on, for, arising out of, alleging or howsoever attributable to:

1. Any criminal, dishonest, fraudulent, wilful, intentional or malicious act, error or omission;
2. Bodily injury to, or sickness, disease, emotional distress or death of any person, or injury to or destruction of any tangible or intangible property, including the loss of use thereof *other than that of in connection with which Professional Services have been or are being rendered by or on behalf of the Insured.*
3. (a) false arrest, detention or imprisonment, (b) libel, slander or defamation of character, (c) assault or battery, (d) wrongful entry or eviction, or invasion of any right of privacy.
4. Delay in performance or failure to perform any contract unless such Claim is arising out of a Wrongful Act;
5. The actual or alleged non-performance of any of the Insured's contractual obligations to a third party whether by way of a Claim for the refund of fees or otherwise;
6. Liability the Insured assumed under any contract or agreement, by way of

guarantee, warranty, penalty clause or any obligation deemed uninsurable under law as well as the failure to meet any warranty or guarantee of the performance relating to the Professional Services to be provided by the Insured;

7. Any guarantee of or the exceeding of cost estimates;
8. Arising out of the gaining of any profit or advantage to which the Insured is not legally entitled; and/or return of fees, charges, commissions or any other form of compensation for any Professional Services rendered or required to be rendered by the Insured;
9. Any costs and expenses incurred by the Insured to comply with any warranties, guarantees, representations or promises made in respect of the Insured's services. This includes, but is not limited to the Insured's costs of repair or replacement of defective material, workmanship or products error correction, system modification, product recall, withdrawal or inspection, delivery time, completion time, financial savings or of any property of which such products or work form a part;
10. Electrical failure, including any electrical power interruption, surge, brownout or blackout;
11. Any infringement of patent, copyright, trademark, service mark or other intellectual property right;
12. Any violation of any securities, anti-trust, restraint of trade, unfair trade practices;
13. The performance of or failure to perform Professional Services for any person or organization or any Claim being asserted by any person or organization:
 - a) which is or was owned, managed, operated or controlled directly or indirectly, in whole or in part, by the Insured; or
 - b) which does or did own, manage, operate or control the Insured directly or indirectly; or
 - c) which is or was affiliated with the Insured through common majority ownership or control; or
 - d) in which the Insured is or was a director, officer, partner or principal stockholder;
14.
 - a) any notice, Claim or legal proceeding which is known or pending prior to the Policy Period; and/or
 - b) any fact or circumstance of which written notice has been given by the Insured, or ought reasonably to have been given, under any previous policy (whether issued by the Insurer or not) or of which the Insured first became aware prior to the Policy Period and which the Insured knew or ought reasonably to have known had the potential to give rise to a Claim or Loss;
15.
 - a) the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants, or
 - b) any direction or request to test for, monitor clean up, remove, contain,

treat, detoxify or neutralize Pollutants, or in any way respond to or detoxify or neutralize Pollutants, or in any way respond to or assess the effects of Pollutants;

by any other person or organization covered under this Policy;

16. Unlawful discrimination on any basis whatsoever;

17. Injury or damage to:

- b) the Insured's employee or an independent contractor working for the Insured; or
- c) the spouse or relative of such employee or independent contractor, as a consequence of injury or damage to the employee or independent contractor.

This exclusion applies:

- i) whether the Insured is liable as an employer or in any other capacity; and
- ii) to any obligation to share Damages with or repay someone else who must pay Damages because of injuries or damage.

18. Claims for which the Insured, or any carrier as the Insured's company, may be held liable under any worker's or unemployment compensation law, or disability benefits law, or any similar law;

19. Any form of relief other than the payment of money Damages.

20. The insolvency, receivership, bankruptcy, liquidation or financial inability to pay of the Insured or any third party including but not limited to any insurance company in which the Insured has placed or obtained any insurance or bond; or arising out of failure to effect or maintain any insurance or bond whether on the Insured's account or that of another;

21. Any obligation for which the Insured or any carrier as its Insurer may be held liable under any workers compensation, unemployment compensation or disability benefits law or under any similar law relating to the welfare of the Insured's employees, sub-contractors, self-employed consultants and or any other person providing employment services;

22. the loss of Documents (of any nature whatsoever) whether written, printed or reproduced by any method or any computer-based or electronically stored information or material property which has been lost, mislaid or destroyed while entrusted to the care, custody or control of the Insured.

23. Arising out of a violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Provident Fund Act of 1952 (India), Payment of Gratuity Act, 1972 (India), the Employee Pensions Scheme, 1995 (India), the Employee Retirement Income Security Act (USA) of 1974 or the Pensions Act 1995 (UK) or amendments thereto to any of the above or similar statutory

or common law of the United States of America or any state or jurisdiction therein;

- 24.** Arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) riots, strikes, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by, or under the order of any government or public or local authority;

CONDITIONS

I. Policy Territory and Claims Made Provisions

This Policy applies to Wrongful Acts occurring in India subject to the terms, conditions and exclusions of the Policy and provided that:

- a. the Claim is brought in India; and
- b. the Claim for such Wrongful Act is first made against the Insured during the Policy Period or any applicable discovery period; and
- c. the Claim is reported in writing to the Insurer during the Policy Period or any applicable Extended Reporting Period; and
- d. the Claim alleges a Wrongful Act that occurred on or after the Retroactive Date and the Insured did not know or could not have reasonably foreseen, prior to the Retroactive Date, that such a Wrongful Act could lead to a Claim against the Insured; and
- e. the same Wrongful Act or continuous, repeated or related Wrongful Acts were not contained in any Claim which has been reported, and such Wrongful Acts were not the subject of notice, to an Insurer under any policy of which this Policy is a renewal, replacement or which it may succeed in time.

For the avoidance of doubt, this Policy will not respond to the actual or attempted enforcement against the Insured within India of a judgment or award or any other order obtained outside of India whether or not such judgment or award or any other order is subsequently deemed enforceable by a Court within India. It is acknowledged and agreed by the Insured that the premium for this Policy has been calculated accordingly and no consideration has been paid in respect of liabilities arising under any other law or the jurisdiction of any other Courts.

II. Limits of Liability

All Claims expenses shall first be subtracted from the applicable limit of the Insurer's liability, with the remainder being the amount available to pay Damages.

The limit of liability stated in the schedule as applicable to all Claims arising out of the same, related or continuing Professional Services is the total limit of the Insurer's liability for all Damages and Claims expenses arising out of the same, related or continuing Wrongful Act without regard to the number of Insureds, Claims, demands, suits, proceedings, or claimants. If additional Claims are subsequently made and reported to the Insurer and arise out of the same or related Wrongful Act as a Claim already made and reported to the Insurer, all such Claims, whenever made, shall be considered first made and reported to the Insurer within the Policy Period or Extended Reporting Period (if applicable) in which the earliest Claim arising out of such Professional Services was first made and reported to the Insurer, and all such Claims shall be subject to the one such limit of liability.

The limit of liability stated in the schedule as aggregate, is subject to the above provisions respecting all Claims arising out of the same, related or continuing Wrongful Act, the total limit of the Insurer's liability for all Damages and Claims expenses arising out of Claims first made and reported to the Insurer during the Policy Period or during the Extended Reporting Period (if applicable).

In the event the Insured elects to purchase the Extended Reporting Period, the limits of liability of the Insurer for the Extended Reporting Period shall be part of, and not in addition to, the limits of liability of the Insurer for the Policy Period. The inclusion of more than one Insured under this Policy shall not operate to increase the limits of the Insurer's liability.

If two or more policies of Professional Liability Insurance issued by the Insurer covering any Insured, as defined in the definition of this Policy, apply to the same Claim or Claims for which the Insurer's Insureds are jointly and severally liable, the Insurer shall not be liable under this Policy for a greater proportion of such Loss and Claims expenses than the Insurer's liability under this Policy bears to the total liability of the Insurer under all applicable valid and collectible insurance issued by the Insurer, provided that the Insurer shall not pay on behalf of all such Insureds any sum that exceeds the limit of liability of that policy issued by the Insurer which has the highest applicable limit of liability.

III. Deductible

The Insurer shall only be liable for Loss payable hereunder in satisfaction of judgments, settlements and Defence Expense which are in excess of the Deductible stated in the schedule. The Deductible shall apply to each Claim and shall be borne by the Insured and remain uninsured. For purposes of the Deductible, Claims arising out of the same Wrongful Act or out of a series of continuous, repeated or related Wrongful Acts shall be considered as arising out of one Wrongful Act, and only one Deductible amount shall apply thereto.

IV. Claim or Suit Notification Procedure

It is a condition precedent to the liability of the Insurer's hereunder that:

- a) the Insured shall give the Insurer written notice as soon as is reasonably practicable and in any event within 21 days of:
- i. any Claim made against any Insured during the Policy Period or Extended Reporting Period;
 - ii. any circumstances occurring during the Policy Period which might reasonably be expected to give rise to a Claim. Any Claim which subsequently arises out of such circumstances shall be considered to be a Claim reported during the Policy Period or Extended Reporting Period (if applicable) in which the said written notice was so received.
- b) The Insured may give written notice by facsimile transmission or by hand, but if notice is given by such means then this must be confirmed by registered post and, subject to the Insured providing proof if requested to do so by Insurers, the date of posting shall be deemed to be the date upon which such notice was given. Written notice is to be given to the following address:
- The Claims Department
Cholamandalam MS General Insurance Company Ltd.
2nd Floor, DARE House,
2, NSC Bose Road, Chennai – 600001.
- c) Upon written notice having been given under a) and b) above, any Claim which is notified under a)i) above and any subsequent Claim arising out of circumstances notified under a)ii) above shall in each case be deemed to have been made during the Policy Period.
- d) In the event of notification under either a)i) or a)ii) above, the Insured shall disclose to the Insurers all relevant information and documentation and, in addition, shall provide assistance to the Insurers to enable the Insurers and/or their agents to investigate any Claim and/or to enable the Insurers to determine their liability under this Policy. Specifically in the case of a notification under a)ii) above, the Insured shall additionally give reasons for the anticipation of a Claim(s), in each case with full particulars including the circumstances,
- e) dates and persons involved.

V. Reimbursement of the Insurer

If the Insurer has paid any amount in settlement or satisfaction of Claims or judgements or Claims expenses in excess of the applicable limit of liability or within the amount of the applicable Deductible, the Insureds, jointly and severally, shall be liable to the Insurer for any and all such amounts and, upon demand, shall pay such amounts to the Insurer

VI. Extended Reporting Endorsement

In the event of cancellation or non-renewal of this Policy by either the Insured or the Insurer, the Insured shall have the right, but only upon payment of an additional premium of

- a) 65% (sixty-five) of the last annual premium, to a period of twelve (12) months from the end of Policy Period
- b) 150% (sixty-five) of the last annual premium, to a period of twenty four (24) months from the end of Policy Period

in which to give written notice to the Insurer of Claims first made against the Insured during the Extended Reporting Period but resulting from Wrongful Acts committed before the end of the Policy Period.

The right conferred by this condition is void unless written notice of election together with the additional premium due, is received by the Insurer within 30 (thirty) days of the end of the Policy Period.

For the avoidance of doubt, the offer by the Insurer of renewal terms, conditions, limits of liability and/or premiums which are different from those of the expiring Policy shall not constitute a refusal to renew.

The right to the Extended Reporting Period under this Section shall not be available to any Insured where there has been a failure of an Insured to reimburse the Insurer such amounts paid in excess of the applicable limit of liability or within the amount of the applicable Deductible.

VII. Arbitration

- a) Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this Policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s). The Insurers shall serve notice on the Insured at its last known address, and the Insured shall serve notice on the Insurers at the address mentioned in policy schedule.
- b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the aforesaid disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

- c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the successful party in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.
- d) It is hereby agreed that the place of arbitration shall be India; the language of the arbitration shall be English; the law applicable to and in the arbitration shall be Indian law; the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time, and only the amount awarded in the arbitration shall be recoverable in respect of the dispute or difference so referred.
- e) It is a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators shall be first obtained.
- f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

VIII. Other Insurance

Subject to the provisions of condition II Limits of Liability, this Policy shall be excess over any other valid and collectible insurance, self-insurance or indemnification agreement available to the Insured whether such insurance, self-insurance or indemnification agreement is stated to be primary, pro-rata, contributory, excess, contingent, self-insurance, self insured retention or otherwise; however, this clause shall not apply to other insurance written specifically as excess over the limits of liability of this Policy.

IX. Assistance and Co-operation of the Insured

The Insured shall co-operate with the Insurer and, upon the Insurer's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any Insured who may be liable to the Insured because of acts, errors or omissions with respect to which insurance is afforded under this Policy. The Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at their own cost, admit any liability, voluntarily make any payment, assume any obligation or incur any expense without the written consent of the Insurer.

X. Action against Insurer

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, nor until the

amount of the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Insurer as a party to any action against the Insured to determine the Insured's liability, nor shall the Insurer be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations hereunder.

XI. Subrogation

- a) In the event of any payment under this Policy, the Insurer shall be subrogated to all of the Insured's rights of recovery to the extent of such payments against any person or organization, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and ensure that nothing is done to prejudice such rights and provide the Insurers with whatever reasonable co-operation and assistance they might require.
- b) It is specifically agreed that the Insurer will not exercise its rights of subrogation against an employee of the Insured unless the aforesaid payment has been caused by or contributed to in any way by the fraud or dishonesty of any such employee.
- c) In the event of any recovery being made, it is specifically understood that the recovered funds shall be applied in the following order:
- d) Insurers shall be reimbursed to the extent of any payment they have made under this Policy.
- e) Insurers shall be reimbursed the actual costs and expenses they have incurred in pursuing the recovery.
- f) The Insured shall be entitled to reimbursement in respect of its Losses only after the payment of i) and ii) and only to the extent of any recovered funds that might remain.

XII. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop the Insurer from asserting any right under the terms of this Policy nor shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy by the Insurer.

XIII. Fraudulent Claims

The Insured agrees that this Policy is issued in reliance upon the truth of those representations. This Policy includes all of the agreements between the Insured and the Insurer concerning this insurance.

If the Insured shall make any Claim for indemnity knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall be voidable at the option of the Insurer and if the Insurer elects to avoid then the Policy shall be avoided in its entirety and be of no effect whatsoever and all Claims for indemnity hereunder shall be forfeited.

XIV. Assignment

The interest hereunder of any Insured is not assignable. If the Insured shall die or be adjudged incompetent, this Policy shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and covered by this Policy.

XV. Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they related to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurer

XVI. Cancellation

- a) The Insurers may cancel this Policy by giving 30 days written notice of such cancellation to the last known address of the Insured, and in such event the Insurers will return a pro-rata portion of the premium for the unexpired Policy Period or other-wise as stated in the schedule. The payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.
- b) The Insured may cancel this Policy by giving 30 days written notice to the Insurers in which event the Insurers will retain premium at the customary short period scale or otherwise as stated in the schedule, provided that there has been no Claim under the Policy during the Policy Period in which case no refund of premium shall be allowed.

XVII. Conformance to Statute

If any part of this Policy is determined to be in conflict with Indian Law such part is hereby amended to conform to such law.

XVIII. Proper Law

The construction, the validity and performance of this Policy shall be determined in accordance with Indian law.

XIX. Entire Contract

By acceptance of this Policy the Insured agrees that the statements in the schedule and Proposal are his agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the Insured and the Insurer or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorised representative of the Insurer.