

# **DIRECTORS and OFFICERS** **LIABILITY INSURANCE**

*- POLICY WORDINGS -*



## TABLE OF CONTENTS

<b>2. INSURING AGREEMENT .....</b>	<b>5</b>
2.1. DIRECTORS AND OFFICERS .....	5
2.2. COMPANY REIMBURSEMENT COVER .....	5
<b>3. EXTENSIONS .....</b>	<b>5</b>
3.1. OUTSIDE DIRECTORSHIP LIABILITY .....	6
3.2. EXTENDED REPORTING PERIOD .....	6
3.3. EMERGENCY COSTS .....	7
3.4. OFFICIAL COMPANY AFFAIRS INVESTIGATIONS, OFFICIAL INSURED PERSON INVESTIGATION AND BOND EXPENSES .....	7
3.5. PRE-CLAIM EVENTS .....	7
3.6. PRE-TRIAL DETENTION AND EXTRADITION PROCEEDINGS .....	8
3.7. REPUTATION DAMAGE .....	8
3.8. ARREST, ATTACHMENT, PROHIBITION .....	9
3.9. SPOUSE AND OTHER CONNECTED PERSONS .....	9
<b>4. CHANGES IN RISK .....</b>	<b>9</b>
4.1. SECURITIES OFFERING .....	9
4.2. NEW SUBSIDIARIES .....	10
4.3. CHANGE OF CONTROL OF POLICYHOLDER .....	10
4.4. INSOLVENCY OR LIQUIDATION OF POLICYHOLDER .....	11
4.5. CESSATION OF SUBSIDIARY .....	11
<b>5. EXCLUSIONS .....</b>	<b>11</b>
5.1. CONDUCT .....	11
5.2. PRIOR KNOWLEDGE AND CLAIMS .....	11
5.3. BODILY INJURY AND/OR PROPERTY DAMAGE .....	12
5.4. USA JURISDICTION AND LAW .....	12
5.5. COMPANY FINES AND PENALTIES .....	13
5.6. POLLUTION .....	13
<b>6. LIMIT OF LIABILITY / RETENTION / RELATED CLAIMS .....</b>	<b>13</b>
6.1. AGGREGATE LIMIT OF LIABILITY .....	13
6.2. RETENTION .....	13
6.3. RELATED CLAIMS .....	14

<b>7. DEFINITIONS .....</b>	<b>14</b>
7.1. CHANGE OF CONTROL.....	14
7.2. CIVIL FINES AND PENALTIES .....	14
7.3. CLAIM .....	14
7.4. COMPANY .....	15
7.5. CONTINUITY DATE .....	15
7.6. CORPORATE MANSLAUGHTER PROCEEDINGS.....	15
7.7. DEFENSE COSTS.....	15
7.8. DIRECTOR OR OFFICER .....	15
7.9. EMPLOYMENT PRACTICES LIABILITY CLAIM.....	15
7.10. EMPLOYMENT PRACTICES WRONGFUL ACT.....	15
7.11. EXTENDED REPORTING PERIOD.....	16
7.12. FINANCIAL SERVICE PROVIDER.....	16
7.13. INSURED PERSON.....	16
7.14. INSURER.....	17
7.15. INTERRELATED WRONGFUL ACTS .....	17
7.16. LOSS .....	17
7.17. OFFICIAL COMPANY AFFAIRS INVESTIGATION .....	17
7.18. OFFICIAL INSURED PERSON INVESTIGATION.....	17
7.19. OUTSIDE COMPANY .....	18
7.20. OUTSIDE DIRECTOR .....	18
7.21. POLICY.....	18
7.22. POLICYHOLDER.....	18
7.23. POLICY PERIOD.....	18
7.24. PROPOSAL .....	18
7.25. SUBSIDIARY .....	18
7.26. WRONGFUL ACT.....	19
<b>8. CLAIMS.....</b>	<b>19</b>
8.1. NOTICE OF CLAIMS.....	19
8.2. NOTICE OF CIRCUMSTANCES .....	19
8.3. DUTY TO DEFEND .....	20
8.4. COOPERATION OF MITIGATION.....	20
8.5. ALLOCATION OF LOSS .....	20
8.6. ORDER OF PAYMENTS.....	20

8.7. CONSENT TO SETTLEMENT .....21

**9. GENERAL CONDITIONS ..... 21**

9.1. TERRITORIAL SCOPE .....21

9.2. CANCELLATION .....21

9.3. SEVERABILITY AND NON-IMPUTATION.....21

9.4. OTHER INSURANCE.....22

9.5. POLICY BENEFIT.....22

9.6. ASSIGNMENT .....22

9.7. SUBROGATION .....22

9.8. BREACH OF CONDITION.....23

9.9. ADDRESS OF NOTICE .....23

9.10. SANCTIONS / EMBARGOS .....23

9.11. APPLICABLE LAW AND JURISDICTION.....23

9.12. ARBITRATION CLAUSE .....23

9.13. ENTIRE AGREEMENT .....24

9.14. RENEWAL.....24

## DIRECTORS AND OFFICERS LIABILITY POLICY

Various provisions in this **Policy** restrict coverage. Read the entire **Policy** carefully to determine rights, duties and what is and is not covered.

Words and phrases that appear in bold face have the special meanings set forth in DEFINITIONS section VII of the **Policy**. Words that appear in the singular include the plural and words that appear in the plural include the singular.

The Limit of Liability as specified in the Schedule shall be the Insurer's maximum liability for each **Claim** and in the aggregate during the **Policy Period** including any and all payments owed by the **Insurer** for **Losses** and/or **Defence Costs**.

In consideration of the payment of the premium and subject to all the terms, conditions and limitations of this **Policy** the Insurer and the **Policyholder** agree as follows.

## 2. INSURING AGREEMENT

### 2.1. Directors and Officers

The **Insurer** shall pay to or on behalf of the **Insured Person** any **Loss** resulting from a **Claim** first made against the **Insured Person** during the **Policy Period** or the **Extended Reporting Period**, if applicable, except to the extent that the **Company** is obliged and has indemnified the **Insured Person** for such **Loss**.

### 2.2. Company Reimbursement Cover

The **Insurer** shall pay to or on behalf of the **Company** any **Loss** resulting from a **Claim** first made against the **Insured Person** during the **Policy Period** or the **Extended Reporting Period**, if applicable, for which the **Company** is obliged to indemnify and to the extent that the **Company** has indemnified the **Insured Person** provided such indemnification was permitted under the applicable law.

## 3. Extensions

Subject to the Insuring Agreements and all other terms and conditions of this **Policy**, including the overall aggregate Limit of Liability, cover is extended under this **Policy** as follows.

### 3.1. Outside Directorship Liability

The **Insurer** shall pay on behalf of the **Outside Director** any **Loss** resulting from a **Claim** first made against such **Outside Director** during the **Policy Period** or the **Extended Reporting Period**, if applicable.

Coverage under this extension shall be specifically in excess of any **indemnification** provided by the **Outside Company** and any insurance coverage afforded to an **Outside Company** or its **Directors** and **Officers** applicable to such **Claim** and shall be subject to all rights of recovery available to the **Outside Director** against any third party to this **Policy**, including the **Outside Company**, its **Directors** or **Officers** and the respective insurers of any such third party.

With respect to any "for-profit" **Outside Company**, this extension is sub-limited to 50% of the Limit of Liability per **Claim** and in the aggregate for the **Policy Period** unless specified otherwise in the Schedule. This sub-limit is part of and not in addition to the overall Limit of Liability under this **Policy**.

If the **Insurer** or any of its **Subsidiary** or affiliated companies makes payment under another insurance policy on account of any **Claim** also covered under this **Policy** by reason of this extension, the Insurer's liability under this **Policy** for such **Claim** shall reduce by the amount of such payment.

### 3.2. Extended Reporting Period

The following Extended Reporting Periods shall apply unless otherwise specified in the schedule:

- (i) Except in case of cancellation for non-payment of premium, if the **Insurer** or the **Policyholder** cancels or declines to renew this **Policy** and the **Policyholder** does not take out substantially similar cover with another insurer, the **Policyholder** shall be entitled to a 90 days **Extended Reporting Period** commencing after the effective date of such cancellation or non-renewal, but only for a Wrongful Act committed prior to such effective date.
- (ii) **Insured Persons** who have retired or resigned for reasons of health, age or reorganization from all positions covered by this **Policy** before the effective date of such cancellation or non-renewal shall be entitled to a 7 years **Extended Reporting Period** commencing after the effective date of such cancellation or non-renewal,

Coverage is provided under this **Extended Reporting Period** subject to the same terms and conditions of and only to the extent of the Limit of Liability remaining available for the **Policy Period** in effect at the effective date of such cancellation or non-renewal.

### 3.3. Emergency Costs

If the **Insurer's** prior written consent cannot be reasonably obtained before **Defence Costs**, or other fees, costs and expenses otherwise covered under this **Policy** are incurred, the **Insurer** will pay such costs. The amounts payable under this extension shall reduce the Limit of Liability stated in the Schedule and is sub-limited to 10% of the Limit of Liability per **Claim** and in the aggregate for the **Policy Period** unless specified otherwise in the **Schedule**.

### 3.4. Official Company Affairs Investigations, Official Insured Person Investigation and Bond Expenses

The **Insurer** will pay the reasonable and necessary fees, costs and expenses incurred with the prior written consent of the Insurer, by or on behalf of an **Insured Person** directly in connection with such **Insured Person** preparing for and attending either an **Official Company Affairs Investigation** or **Official Insured Person Investigation**, which is commenced and notified to the **Insurer** during the **Policy Period**.

The **Insurer** must be promptly notified of any such investigation. The amounts payable for such fees, costs and expenses shall reduce the Limit of Liability stated in the Schedule and is sub-limited to 20% of the Limit of Liability per investigation and in the aggregate for the **Policy Period** unless specified otherwise in the **Schedule**.

In addition, the **Insurer** will pay to or on behalf of an **Insured Person** civil or bail bond expenses in such **Official Company Affairs Investigations** or **Official Insured Person Investigation** if and to the extent such expenses are necessary and reasonable to obtain a bond or other similar form of financial guarantee in respect of obligations as to a specific security or collateral placed upon the **Insured Person** by a civil or criminal court. The amounts payable for civil or bail bond expenses shall reduce the Limit of Liability stated in the Schedule and is sub-limited to 10% of the Limit of Liability per **Claim** and in the aggregate for the **Policy Period** unless specified otherwise in the **Schedule**.

### 3.5. Pre-claim Events

If a **Claim** has not yet been made against an **Insured Person** but may be made, and if one of the following events occurs, coverage is extended to the reasonable and necessary fees, costs and expenses incurred by or on behalf of the **Insured Person** with regard to the assessment of the potential liability of such **Insured Person** and/or the taking of suitable measures to avoid such a potential **Claim**:

- i. a demand is made against the **Company** for damages of or in the equivalent of at least INR 5,000,000 based on a **Wrongful Act** of such **Insured Person**, or
- ii. a specific written threat or announcement that a **Claim** will be made against such **Insured Person** for **Loss**, or

- iii. the premature dismissal of such **Insured Person** from their position as such, or
- iv. termination of the employment contract without notice or the reduction or denial of agreed benefits under the employment contract of such **Insured Person**, or
- v. an interview or a request for an interview of an **Insured Person** in the course of internal investigative proceedings with regard to a possible **Wrongful Act** of such **Insured Person**.

The **Insurer** must be promptly notified of any such event. The amounts payable under this extension shall reduce the Limit of Liability stated in the Schedule and is sub-limited to 10% of the Limit of Liability per **Claim** and in the aggregate for the **Policy** unless specified otherwise in the **Schedule**.

### 3.6. Pre-trial Detention and Extradition Proceedings

If in a case of a **Claim** a pre-trial detention is ordered against such **Insured Person**, a formal notification of an extradition request is served or an arrest warrant based on an extradition request is executed against such **Insured Person**, coverage is extended to the **Defence Costs** and additional reasonable and necessary expenses incurred by the **Insured Person** in connection therewith.

Such additional expenses shall include shipping costs for medicines, the board and lodging expenses of the **Insured Person**, the cost of notifying and the travel expenses of close relatives, and costs arising from the involvement of any authorities (in particular consulates and embassies).

The amounts payable under this extension shall reduce the Limit of Liability stated in the Schedule and is sub-limited to 10% of the Limit of Liability per **Claim** and in the aggregate for the **Policy Period** unless specified otherwise in the **Schedule**.

### 3.7. Reputation Damage

Coverage is extended to the reasonable and necessary costs incurred by an **Insured Person** to minimize the damage to their reputation arising from a **Claim** covered by this **Policy** to the extent that the **Company** has not otherwise indemnified such **Insured Person** for those costs.

The **Insurer** shall assume the reasonable and necessary costs of a public relations consultant retained with the prior consent of the **Insurer** to minimize the damage to the public reputation of such **Insured Person** due to the publication of court rulings and/or other information in connection with such **Claim**.



The amounts payable under this extension shall reduce the Limit of Liability stated in the Schedule and is sub-limited to 10% of the Limit of Liability per **Claim** and in the aggregate for the **Policy Period** unless specified otherwise in the **Schedule**.

### 3.8. Arrest, Attachment, Prohibition

In the event that a court, with respect to an **Insured Person** in connection with their activity as such:

- i. issues an arrest warrant in persona or in rem or initiates similar proceedings under the applicable law, or
- ii. freezes, confiscates or attaches an asset, or
- iii. prohibits the **Insured Person** from engaging in their activity as an **Insured Person**,

the **Insurer** shall assume the reasonable and necessary fees, costs and expenses incurred by the **Insured Person** in connection therewith.

The **Insurer** must be promptly notified of any such event. The amounts payable under this extension shall reduce the Limit of Liability stated in the Schedule and is sub-limited to 10% of the Limit of Liability per **Claim** and in the aggregate for the **Policy Period** unless specified otherwise in the **Schedule**.

### 3.9. Spouse and other Connected Persons

The spouse, lawfully registered civil partner, heirs, executors, guardian or legal representatives of an **Insured Person** shall also be considered as an **Insured Person** under this **Policy**, but only for a **Claim** arising solely out of their status as such. No coverage is provided under this extension for any act, error or omission of such spouse, lawfully registered civil partner, heirs, executors, guardians or legal representatives.

## 4. CHANGES IN RISK

### 4.1. Securities Offering

If, during the **Policy Period**, a **Company** makes or plans to do, in whole or in part, a public offering of its securities (initial public offerings, new listings of equity or secondary offerings), the **Policyholder** shall give written notice of this increase in risk to the **Insurer** as soon as practicable. The **Insurer** may, at its sole discretion, extend coverage for this risk, provided that the **Policyholder** gives the **Insurer** sufficient details to permit the **Insurer** to assess the potential increase in risk and pays when due any additional premium and agrees to any amendments to

the **Policy** required by the **Insurer** relating to such risk. If there is no agreement no coverage shall be afforded whatsoever for any **Claim** or **Loss** arising out of such increased risk.

#### 4.2. New Subsidiaries

If, after the inception date of this **Policy**, the **Company** newly acquires or creates any **Subsidiary**, then such **Subsidiary** and its **Insured Persons** shall be automatically covered under this **Policy**, subject to its terms and conditions.

Unless otherwise agreed in an endorsement to this **Policy**, cover under this extension applies only to **Claims** against **Insured Persons** of any such **Subsidiary** for **Wrongful Acts** committed after the date on which such entity became a **Subsidiary**.

Notwithstanding the foregoing, any such newly acquired or created **Subsidiary** which:

- i. is a **Financial Services Provider**, or
- ii. has any of its shares, other securities or derivatives publicly traded on any securities exchange or market in the United States of America or any territories or possessions thereof, or
- iii. has total gross greater than 25% of the total consolidated gross assets of the **Policyholder**,

has to be notified to the **Insurer** in writing as soon as practicable. The **Insurer** may, at its sole discretion, deny or extend coverage for any such entity, provided that the **Policyholder** gives the **Insurer** sufficient details to permit the **Insurer** to assess the potential increase in risk and pays any additional premium and agrees to any amendments to the **Policy** required by the **Insurer** relating to such entity.

#### 4.3. Change of Control of Policyholder

The event of a **Change of Control** of the **Policyholder** has to be notified to the **Insurer** in writing as soon as practicable. In the event of a **Change of Control**, the **Policy** shall terminate on the effective date of the **Change of Control**, unless:

- i. the **Insurer** is notified in writing of the **Change of Control** prior to the effective date thereof and agrees in writing to provide coverage for **Wrongful Acts** committed on or after such effective date, and
- ii. the **Policyholder** accepts any special terms, conditions, limitations or exclusions and pays any additional premium required by the **Insurer**.

#### 4.4. Insolvency or Liquidation of Policyholder

The event of the appointment of a liquidator, receiver, administrative receiver, insolvency trustee or similar person to take control of, supervise, manage or liquidate the **Policyholder** has to be notified to the **Insurer** as soon as practicable. Subject to such notice being given, coverage under this **Policy** shall continue in effect but shall terminate automatically at the end of the **Policy Period**.

#### 4.5. Cessation of Subsidiary

Unless otherwise agreed in this **Policy**, if before or during the **Policy Period** any entity ceases to be a **Subsidiary**, coverage as is provided under this **Policy** with respect to such **Subsidiary** and its **Insured Persons** shall continue until termination of this **Policy** (or any continuous renewal of this **Policy** by the **Insurer**) but only with respect to any **Wrongful Act** by any **Insured Person** of such entity committed subsequent to the date that such entity first became a **Subsidiary** and prior to the date such entity ceased to be a **Subsidiary**.

## 5. Exclusions

The **Insurer** shall not be liable for any **Loss** under this **Policy** on account of any **Claim** made against the **Insured Person**, or in respect of any extension of cover granted in Section II:

#### 5.1. Conduct

Based upon or arising out of or attributable to

- i. any deliberately dishonest or deliberately criminal, fraudulent or malicious act or omission committed by an **Insured Person**, or
- ii. the gaining of any personal profit or advantage by any of the **Insured Persons** to which they were not legally entitled

in the event that any of the above is established by final, non-appealable adjudication against the **Insured Person** or by formal written admission by the **Insured Person**. Any **Loss** paid under this **Policy** on account of such **Claim**, will be repayable on demand by the **Insurer**.

#### 5.2. Prior Knowledge and Claims

Based upon or arising out of or attributable to any fact or **Wrongful Act**

- i. of which an **Insured Person** had knowledge prior to the inception date of this **Policy** or the **Continuity Date**, or

- ii. underlying or alleged in any prior or pending civil, administrative, criminal or regulatory proceeding, investigation, arbitration, mediation, other dispute resolution or adjudication of which an **Insured Person** had notice of at the inception date of this **Policy** or the **Continuity Date**.

### 5.3. Bodily Injury and/or Property Damage

For any actual or alleged bodily injury (including sickness, disease or death of any person), emotional distress, humiliation, mental anguish, libel, slander or defamation any person, or damage to or destruction of any tangible and intangible property (including **Loss** of use thereof).

This exclusion shall not apply to **Defence Costs**. According payments shall reduce the Limit of Liability stated in the Schedule and is sub-limited to a 10% of the Limit of Liability per **Claim** and in the aggregate for the **Policy Period** unless specified otherwise in the **Schedule**.

This exclusion shall also not apply to any **Employment Practices Liability Claim**.

### 5.4. USA Jurisdiction and Law

- a) **US Claims** brought by a **Company**

Which is brought or maintained by or on behalf of any **Company** in whole or in part in or under the laws of the United States of America or its territories or possessions.

Notwithstanding the foregoing this exclusion shall not apply to any:

- i. **Claim** by a shareholder or holder of any other securities of a **Company** brought derivatively on behalf of the **Company**, provided that such **Claim** is brought and maintained solely by persons acting totally independently of and without the solicitation, assistance, participation or intervention of the **Company** or any **Insured Person**, or
  - ii. **Claim** brought or maintained by a liquidator, receiver, trustee or insolvency administrator of any **Company** (or the equivalent in any other country), either directly or derivatively on behalf of the **Company** without the solicitation, assistance, participation or intervention of the **Company** or any **Insured Person**
  - iii. **Defence Costs**.
- b) US-Securities Laws (SEC)

Based upon or arising out of any actual or alleged violation of the Securities Act of 1933 or the Securities Act of 1934 of the United States of America, including any rules, regulations or amendments thereto, or of any similar statutory provisions or common law of any state, territory or possession thereof applicable to the purchase or sale of securities.

c) Pension Trustees (ERISA)

Based upon or arising out of any actual or alleged violation of the responsibilities, obligations or duties imposed under the Employee Retirement Income Securities Act 1974 of the United States of America, including any rules, regulations or amendments thereto, or any similar statutory provisions or common law of any state, territory or possession thereof applicable to trustees, fiduciaries or administrators of any pension, profit sharing, healthcare, welfare or other employee benefit plan, program or scheme or of any trust established or maintained to provide benefits to employees.

### 5.5. Company Fines and Penalties

Based upon or arising out of or for the recovery of any fine or penalty imposed against the **Company**. This exclusion shall not apply to **Defence Costs**.

### 5.6. Pollution

Based upon or arising out of:

- i. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any water course or body of water, whether such discharge, dispersal, release or escape is intentional or accidental; or
- ii. any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.

## 6. LIMIT OF LIABILITY / RETENTION / RELATED CLAIMS

### 6.1. Aggregate Limit of Liability

The Limit of Liability stated in the Schedule is the aggregate limit of the **Insurer's** liability for all **Losses** under this **Policy** arising out of any and all **Claims** first made against the **Insured Persons** during the **Policy Period** and the **Extended Reporting Period**, if applicable. **Defence Costs** are considered a part of **Loss** and as such are subject to the Limit of Liability. Any sub-limits specified in this **Policy** or in the Schedule are part of and not in addition to the Limit of Liability.

### 6.2. Retention

The **Insurer** shall only be liable for the amount of **Loss** arising from each **Claim** which is in excess of the amount of the applicable Retention specified in the Schedule. The Retention shall

apply to **Loss** arising from each **Claim** and from all **Claims** alleging the same **Wrongful Act** or **Interrelated Wrongful Acts**.

### 6.3. Related Claims

More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as one **Claim** which shall be deemed to have been first made on the earlier of:

- i. the date on which the earliest such **Claim** was first made, or
- ii. the date on which valid notice of circumstances was first given to the **Insurer** under this **Policy** or under any prior insurance policy of which this **Policy** is a direct renewal or replacement.

## 7. DEFINITIONS

In this **Policy** the following words in **bold** shall have the definitions that follow:

### 7.1. Change of Control

- i. The acquisition by another entity or person, or group of entities or persons acting in concert, of:
  - a. the ownership or control of voting shares of the **Policyholder**, resulting in such entity, person or group owning or controlling more than 50% of the voting shares of the **Policyholder**, or
  - b. the assets of the **Policyholder** resulting in such entity, person or group owning more than 50% of the total consolidated assets of the **Policyholder**, or
- ii. The merger of the **Policyholder** into another entity such that the **Policyholder** is not the surviving entity, or
- iii. The consolidation of the **Policyholder** with another entity.

### 7.2. Civil Fines and Penalties

Fines and penalties imposed against an **Insured Person** to the extent insurable under the relevant applicable law (including civil fines pursuant to the Foreign Corrupt Practices Act 1977, U.K. Bribery Act, 2010 or any similar law).

### 7.3. Claim

- i. A written demand for monetary, non-monetary or injunctive relief made against an **Insured Person** for an actual or alleged **Wrongful Act** by such **Insured Person**,

- ii. a civil, criminal, administrative or regulatory proceeding (including any counter-claim) commenced against an **Insured Person** alleging a **Wrongful Act** by such **Insured Person**,
- iii. a **Corporate Manslaughter Proceeding**,
- iv. an **Employment Practices Liability Claim**,

#### 7.4. Company

The **Policyholder** and any **Subsidiary** thereof.

#### 7.5. Continuity Date

The date specified in the Schedule. If no **Continuity Date** is specified in the Schedule, the inception date of this **Policy** or any **Policy** of which this **Policy** is a renewal with the same **Insurer** applies as **Continuity Date**.

#### 7.6. Corporate Manslaughter Proceedings

Criminal proceedings commenced against an **Insured Person** arising out of an incident giving rise to one or more fatalities in which the **Company** is implicated or alleged to have played some part, including under the Corporate Manslaughter Act 2007 or similar legislation.

#### 7.7. Defense Costs

Reasonable and necessary fees, costs and expenses incurred with the **Insurer's** prior written consent (such consent not to be unreasonably withheld) by or on behalf of the **Insured Person** in the investigation, adjustment, defence, settlement or appeal of any covered **Claim**. **Defence Costs** shall not include salaries, wages, fees, overhead or benefit expenses of any **Insured Person**

#### 7.8. Director or Officer

Any natural person who is:

- i. A **Director or Officer** of the **Company**, duly elected, appointed or designated pursuant to the applicable law or the articles of association of the **Company**, or any equivalent supervisory or management position under the laws of any jurisdiction, including any member of the Board of Directors or comparable management or supervisory board of the **Company**, or
- ii. a "de facto" or "shadow" **Director or Officer** of the **Company** pursuant to applicable law.

#### 7.9. Employment Practices Liability Claim

A Claim against an **Insured Person** in respect of an **Employment Practices Wrongful Act**.

#### 7.10. Employment Practices Wrongful Act

Any error, misstatement, misleading statement, act, omission, neglect or breach of duty which is actually or allegedly committed by an **Insured Person** whilst acting in their capacity and function as such in connection with any:

- i. wrongful, unlawful or unfair dismissal, discharge or termination of employment,
- ii. breach of any written or oral employment contract,
- iii. employment-related misrepresentation,
- iv. violation of employment discrimination laws,
- v. wrongful failure to employ or promote,
- vi. wrongful demotion,
- vii. wrongful disciplinary action,
- viii. wrongful deprivation of career opportunity,
- ix. failure to grant tenure,
- x. failure to adopt adequate workplace or employment policies and procedures,
- xi. retaliation against whistle-blowers,
- xii. negligent evaluation of personal performance,
- xiii. employment-related invasion of privacy,
- xiv. employment-related breach of data protection legislation,
- xv. employment-related libel, slander, humiliation and defamation, or
- xvi. failure to provide accurate job references, regarding any former, current or prospective employee of the **Company**.

#### **7.11. Extended Reporting Period**

The period set out in Section 3.2. above, if applicable, during which the **Company** or **Insured Person** may continue to notify to the **Insurer** Claims or circumstances which may give rise to a **Claim**.

#### **7.12. Financial Service Provider**

Banks, savings or lending institutions, investment companies, investment or hedge funds, insurers or reinsurers, or any other **company** under the supervision of the financial services regulator in those jurisdictions in which such **company** is located or does business.

#### **7.13. Insured Person**

Any natural person who was, is, or during the **Policy Period** becomes:

- i. a **Director or Officer** whilst acting in his capacity and function as such,
- ii. an employee of a **Company** whilst acting or engaged in (a) management functions for such **Company**, or (b) the position of duly appointed head of regulatory compliance in regard to data protection, money laundering laws, employment safety or environmental protection for such **Company**, or (c) providing services as a duly appointed interim manager of such **Company**, or (d) serving as the duly appointed liquidator of such **Company** undergoing a voluntary liquidation,



- iii. the managing partner of any partnership which qualifies as a **Subsidiary** whilst acting in their capacity and function as such,
- iv. an **Outside Director** whilst acting in his capacity and function as such. External auditors, liquidators (other than as stated above), insolvency trustees, receivers or administrators of a **Company** are not **Insured Persons**.

#### 7.14. Insurer

Magma-HDI General Insurance Company Ltd

#### 7.15. Interrelated Wrongful Acts

Any **Wrongful Acts** arising out of one originating cause or any common fact, event, transaction or circumstances which are legally or economically connected.

#### 7.16. Loss

- i. The total amount which any **Insured Person** becomes legally obligated to pay on account of each **Claim** and for all **Claims** made against them in each **Policy Period** or the **Extended Reporting Period**, if applicable, for **Wrongful Acts** for which coverage applies, including but not limited to damages, punitive and exemplary damages (except for **Employment Practices Liability Claims**), judgments, settlements, the award of claimant's costs and pre and post judgment interest on a covered judgment or award,
- ii. **Defence Costs**, and
- iii. **Civil Fines and Penalties**,
- iv. in respect of Section II paragraphs 4., 5. and 8., the reasonable and necessary fees, costs and expenses as stated under those paragraphs.

**Loss** does not include taxes, remuneration of any **Insured Person** employment related benefits, or any amounts which are uninsurable under the relevant applicable law.

#### 7.17. Official Company Affairs Investigation

A formal administrative, criminal or investigative inquiry into the affairs of the **Company** brought by a regulatory, governmental, prosecuting or professional authority which is legally empowered to conduct the inquiry, where an **Insured Person** is legally compelled to attend by the body which instituted it.

#### 7.18. Official Insured Person Investigation

A formal administrative, criminal, regulatory, disciplinary proceeding under the applicable professional rules commenced against an **Insured Person** by an administrative, prosecuting, regulatory or professional authority which is legally empowered to conduct the proceeding.

#### 7.19. Outside Company

- i. Any non-profit entity, tax-exempt organisation, trade association or registered charity under the laws of any jurisdiction (a “**non-profit**” **Outside Company**), or
- ii. any other **Company**, other than the **Policyholder** or a **Subsidiary**, in which the **Policyholder** directly or indirectly owns or holds 50% or less of the issued and outstanding shares and/or of the voting rights as of the inception date of this **Policy** (a “**for-profit**” **Outside Company**).

However, unless specifically included by endorsement to this **Policy**, in no case shall **Outside Company** include any (a) **Financial Services Provider**, or (b) **Company** whose shares or other securities or derivatives thereof are publicly traded in the United States of America.

#### 7.20. Outside Director

Any **Director or Officer** or any employee of the **Company** who is or was acting or will act in the capacity as a **Director or Officer** of an **Outside Company** at the **Company’s** specific direction and request.

#### 7.21. Policy

These General Conditions, the Schedule and all endorsements thereto.

#### 7.22. Policyholder

The legal entity named in the Schedule as such.

#### 7.23. Policy Period

The period from the inception date of this **Policy** to the expiration date stated in the Schedule, or where applicable, its earlier cancellation date.

#### 7.24. Proposal

All signed applications and any other documents submitted in connection with the underwriting of this **Policy** or any other insurance policy underwritten by the **Insurer** or its affiliates of which this **Policy** is a direct or indirect renewal or replacement.

#### 7.25. Subsidiary

Any entity in which the **Policyholder** exercises a controlling influence by means of:

- i. directly or indirectly holding more than 50% of the voting rights, or
- ii. directly or indirectly having the right to elect, appoint, designate, dismiss or remove a majority of the Board of Directors or comparable management or supervisory board, or
- iii. a control agreement concluded directly with the entity, or
- iv. the provisions of the entity’s articles of association, or

- v. the entity being established as a special purpose vehicle for a specific and narrowly defined goal of the parent **Company**.

Such controlling influence must exist on or before the inception date of this **Policy** or on the date the entity is acquired or created by the **Company** if and to the extent coverage with respect to the entity is afforded pursuant to the extension for new subsidiaries under this **Policy**. Unless otherwise agreed in writing, coverage for any **Claim** against an **Insured Person** of any **Subsidiary** shall only apply for **Wrongful Acts** committed while such entity is a **Subsidiary** of the **Policyholder**.

#### 7.26. Wrongful Act

Any error, misstatement, misleading statement, act, omission, neglect or breach of duty which is actually or allegedly committed by an **Insured Person** whilst acting in their capacity and function as such.

## 8. Claims

### 8.1. Notice of Claims

The **Insured Person** or the **Company** shall give written notice to the **Insurer** of a **Claim, Official Company Affairs Investigation or Official Insured Person Investigation** first made within the **Policy Period**, or **Extended Reporting Period**, if applicable, as soon as practicable, after first becoming aware of such **Claim** or investigation, but in no case later than thirty (30) days after the end of the **Policy Period** or the **Extended Reporting Period**, if applicable. Written notice must also be provided to the **Insurer** of any decision by a **Company** to indemnify an **Insured Person** for a **Wrongful Act**.

An **Official Company Affairs Investigation or Official Insured Person Investigation** shall be deemed first made on the commencement of such investigation.

### 8.2. Notice of Circumstances

If during the **Policy Period** or the **Extended Reporting Period**, if applicable, an **Insured Person** or a **Company** first becomes aware of any circumstance which may give rise to a **Claim**, the **Insured Person** or **Company** must, during the **Policy Period** or the **Extended Reporting Period**, if applicable, give written notice to the **Insurer**. It has to contain full relevant particulars with respect to the **Wrongful Act** and **Insured Person** involved, the potential **Claim** anticipated including the potential damages or other relief, and the identity of the prospective claimants. In this instance, any **Claim** which is subsequently made and arises out of such circumstances shall be deemed to have been first made against the **Insured Person** at the time such written notice was received by the **Insurer**.

### 8.3. Duty to Defend

Notwithstanding any other obligation under the applicable law, the **Insured Person** and not the **Insurer** has the duty to defend any **Claim** and shall not do anything to prejudice the position of the **Insurer**. The **Insurer** shall be entitled to effectively associate in the defence and the negotiation of any settlement of any **Claim** that involves or appears reasonably likely to involve the **Insurer**.

### 8.4. Cooperation of Mitigation

The **Insured Person** and the **Company** shall advise all relevant facts to and cooperate fully with the **Insurer** and provide all documents and information to the **Insurer** that he may reasonably require in connection with a **Claim**, and further shall take all reasonable and necessary steps and follow the **Insurer's** instructions in order to clarify the relevant facts and to mitigate **Losses** in connection with any **Claim** under this **Policy**.

### 8.5. Allocation of Loss

If a **Claim** made against the **Insured Person** includes both covered and uncovered matters, or if a **Claim** is made against both the **Insured Persons** and others not covered under this **Policy** (including the **Company**), it is agreed that there must be an allocation of **Loss** pertaining to such insured and uninsured matters. Such allocation will be based on the determination in any final judicial decision or finding or in any binding settlement or other agreement.

Until such determination or if there is no such determination, the **Insured Person**, the **Company** and the **Insurer** shall agree upon a fair and proper allocation between insured and uninsured matters based upon the relative legal and financial exposures of the parties to such matters.

Any allocation or payment of **Defence Costs** shall not apply to or create any presumption with respect to the allocation of other **Loss**.

### 8.6. Order of Payments

Should the **Insurer**, at his sole and absolute discretion, determine that the Limit of Liability will not be sufficient to cover all covered payments under this **Policy**, the **Insurer** shall make payments in the following order, thereby fully discharging the **Insurer** from its obligations under this **Policy**:

- i. **Defence Costs** of an **Insured Person**,
- ii. all other **Loss** covered under section 2.1 of this **Policy**,
- iii. all **Loss** covered under section 2.2 of this **Policy**,
- iv. any other benefits covered under this **Policy** in the order that respective demands for payments are received by the **Insurer**.

### 8.7. Consent to Settlement

The **Insured Person** or the **Company** shall not incur any **Defence Costs**, admit or assume any liability, consent to any judgment, agree to any settlement, or make any settlement offer without the **Insurer's** prior written consent except as provided in extension 3.3.

## 9. General Conditions

### 9.1. Territorial Scope

Coverage under this **Policy** shall apply anywhere in the world, unless prohibited by law or regulation including, in particular, any jurisdictions in which the **Insurer** is not admitted and, therefore, prohibited from offering insurance coverage as granted under this **Policy**.

### 9.2. Cancellation

The **Policyholder** or the **Insurer** may cancel this **Policy** by mailing or delivering written notice of cancellation to the other, at least thirty (30) days before the effective date of cancellation. Notice of cancellation will state the effective date of cancellation. The period of insurance then in effect will end on that date. If this **Policy** is cancelled, the **Insurer** will send the **Policyholder** any premium refund due. If the **Insurer** cancels this **Policy**, the refund will be pro rata. If the **Policyholder** cancels this **Policy**, premium for the **Policy** year will be refunded in accordance with the short rate premium table of the **Insurer**, a copy of which is available at the request of the **Policyholder**. The cancellation will be effective even if the **Insurer** has not made or offered a refund of premium.

However, no premium refund is applicable if there is a **Claim** or notification of any occurrence which may give rise to a **Claim** prior to the above cancellation date

Short Period Scale:

Period (Not exceeding)	Rate
1 week	10% of the Annual rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

### 9.3. Severability and Non-Imputation

The knowledge, conduct, fault or statements of one **Insured Person** shall not be imputed to any other **Insured Person** to determine whether coverage is available for such other **Insured Person**.

The **Policyholder** shall only be imputed with the knowledge, conduct, fault or statements of its following representatives (or their equivalent in any jurisdiction):

- i. Chief Executive Officer or all members of the management board or equivalent body if no Chief Executive Officer has been appointed, and/or
- ii. President or Chairman of the Board or other highest supervisory body, and/or
- iii. Chief Financial Officer, and/or
- iv. Chief General Counsel, and/or
- v. Chief Risk or Insurance Manager, and/or
- vi. Head of any affiliated or in-house insurance broker.

#### 9.4. Other Insurance

If any **Loss** resulting from any **Claim** is insured under any other insurance, this **Policy** shall apply only as excess over any other valid and collectible insurance.

#### 9.5. Policy Benefit

Only the **Insured Persons** shall be entitled to payments under section 2.1 of this **Policy**. Only the **Company** shall be entitled to payments under Section 2.2 of this **Policy**.

Nothing in this **Policy** is intended to confer a directly enforceable benefit on any third party other than the **Insured Persons** or the **Company**.

#### 9.6. Assignment

This **Policy** and any **Claims**, rights or interest arising from it may only be assigned to a third party with the **Insurer's** written consent.

#### 9.7. Subrogation

To the extent the **Insurer** pays any **Loss**, the **Insurer** shall be subrogated to all rights of recovery, including without limitation the **Insured Person's** right to indemnification or advancement from the **Company**. In no event shall the **Insured Person** be entitled to recoup from recoveries any amount to satisfy any retention until after all amounts which the **Insurer** is required to pay or pays under this **Policy** are reimbursed to the **Insurer**.

The **Insured Persons** shall execute all papers necessary to secure such rights, including executing any documents necessary to enable the **Insurer** effectively to bring suit in their name, and shall take no action which impairs the **Insurer's** rights of subrogation or recovery.

#### 9.8. Breach of Condition

Save as otherwise provided for in this **Policy**, in the event of a breach of condition by the **Insured Person** or the **Company**, the **Insurer's** liability under this **Policy** shall be determined in accordance with the applicable law.

#### 9.9. Address of Notice

Any notices under this **Policy** shall be provided to the addresses stated in the Schedule or endorsements to this **Policy**. Unless otherwise specified in this **Policy**, the date of posting shall constitute the date any such notice was given.

#### 9.10. Sanctions / Embargos

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose the Insurer directly or indirectly to any sanction, prohibition or restriction under United Nation resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 9.11. Applicable Law and Jurisdiction

The validity and interpretation of this **Policy** shall be solely governed by and construed in accordance with the laws of India.

Any dispute arising under or in connection with this **Policy** shall be referred to arbitration. The seat of such arbitration shall be in India.

#### 9.12. Arbitration Clause

If any dispute or difference shall arise as to the quantum to be paid under this **Policy** (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time and for time being in force.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the **Insurer** has disputed or not accepted liability under or in respect of this **Policy**. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this **Policy** that the award of such arbitrator/arbitrators of the amount of the **Loss** or damage shall first be obtained.

### 9.13. Entire Agreement

The **Company, Insured Person** and the **Insurer** agree that this **Policy** (including the Proposal and any materials submitted therewith) and any written endorsements attached hereto constitute the sole and entire agreement between the parties with respect to this insurance. Any prior agreement or understanding between the parties is no longer valid.

### 9.14. Renewal

If the **Policy Period** set forth in the policy schedule is at least one (1) year, at the end of such period and on each anniversary thereof, upon prior submission of any underwriting information requested by the **Insurer** and payment of the applicable premium, the period of insurance may be continued for a period of one (1) year by issuance by the **Insurer** of a renewal Policy. The **Insurer**, however, has no obligation to offer any such renewal or any extension of this **Policy**.



## **GRIVANCE REDERESSAL PROCEDURE**

At the outset, we thank you for choosing Magma HDI General Insurance Co. Ltd. as your insurance provider and hope we are able to meet and exceed your expectations. We also hope that the policy delivered to you is in line with your proposal for insurance. We want to reiterate that providing top class customer service is our motto and we are committed to deliver the same. In case you have any queries/ requests/ clarifications, you can get in touch with our nearest branch or your insurance broker for the same. We request you to quote your policy number in all your communications to us.

In case, you remain dissatisfied with our response, we have a defined grievance handling procedure as below:

The Grievance Redressed Cell of the Company looks into complaints from policyholders. Insured may approach the person nominated as 'Grievance Redressed Officer' with the details of their grievance:

Please write to us at [customercare@magma-hdi.co.in](mailto:customercare@magma-hdi.co.in), or at the following address:

Customer Service Officer  
Magma HDI General Insurance Co Ltd  
Magma House  
24, Park Street, Kolkata-70016  
Phone: 1800 - 3002 - 3202

An acknowledgement will be sent from the Grievance Redressed Cell within 24 hours of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and the Company's response notified within 15 days of receipt of complaint.

Further, the Insured may approach the nearest Insurance Ombudsman for redressed of the grievance. List of Ombudsman offices with contact details are attached for ready reference. For updated status, please refer to website [www.irdaindia.org](http://www.irdaindia.org).

### Address & Contact Details of Ombudsmen Centers

<p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, <b><u>Ahmedabad - 380001.</u></b></p> <p>Tel nos: 079-25501201/02/05/06 email: bimalokpal.ahmedabad@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, 2<sup>nd</sup> Floor, Janak Vihar Complex, 6, Malviya Nagar, <b><u>BHOPAL-462 003.</u></b></p> <p>Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in</p>
<p>Office of the Insurance Ombudsman, 62, Forest Park, <b><u>BHUBANESHWAR-751 009.</u></b></p> <p>Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, SCO No.101-103,2nd Floor, Batra Building, Sector 17-D, <b><u>CHANDIGARH-160 017.</u></b></p> <p>Tel.:- 0172-2706468/2772101 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in</p>
<p>Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b><u>CHENNAI-600 018.</u></b></p> <p>Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg.,Asaf Ali Road, <b><u>NEW DELHI-110 002.</u></b></p> <p>Tel.:- 011-23234057/23232037 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in</p>
<p>Office of the Insurance Ombudsman, "JeevanNivesh", 5<sup>th</sup> Floor, S.S. Road, <b><u>GUWAHATI-781 001 .</u></b></p> <p>Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, 6-2-46, 1<sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b><u>HYDERABAD-500 004.</u></b></p> <p>Tel : 040-65504123/23312122 Fax: 040-23376599 Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a></p>
<p>Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road, <b><u>ERNAKULAM-682 015.</u></b></p> <p>Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4<sup>th</sup> Floor, C.R.Avenue, <b><u>KOLKATA - 700072</u></b></p> <p>Tel No: 033-22124339/22124346 Fax: 22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a></p>

<p>Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6<sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, <b><u>LUCKNOW-226 001.</u></b> Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <b><u>MUMBAI-400 054.</u></b> Tel : 022-26106960/26106552 Fax : 022-26106052 Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a></p>
<p>Office of the Insurance Ombudsman, Ground Floor, JeevanNidhi II, Bhawani Singh Road, <b><u>JAIPUR – 302005.</u></b> Tel: 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, 3<sup>rd</sup> Floor, JeevanDarshan, N.C. Kelkar Road, Narayanpet <b><u>PUNE – 411030.</u></b> Tel: 020-32341320 Email: <a href="mailto:Bimalokpal.pune@gbic.co.in">Bimalokpal.pune@gbic.co.in</a></p>
<p>Office of the Insurance Ombudsman, 24<sup>th</sup> Main Road, JeevanSoudha Bldg., JP Nagar, 1<sup>st</sup> Phase, Ground Floor <b><u>BENGALURU – 560025.</u></b> Tel No: 080-26652049/26652048 Email: bimalokpal.bengaluru@gbic.co.in</p>	<p>Office of the Insurance Ombudsman, 4<sup>th</sup> Floor, BhagwanSahai Palace, Main Road, Naya Bans, Sector-15, <b><u>NOIDA – 201301.</u></b> Tel: 0120-2514250/51/53 Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a></p>
<p>Office of the Insurance Ombudsman, 1<sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, <b><u>PATNA – 800006</u></b> Tel No: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>.</p>	<p>Office of the Insurance Ombudsman, Jeevan Nidhi Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 2740363 Email: bimalokpal.jaipur@gbic.co.in</p>