

INDUSIND DIRECTORS' AND OFFICERS' LIABILITY - POLICY WORDING

PREAMBLE

WHEREAS the Policy holder named in Item no. 2 of Schedule hereto (hereinafter called the "Principal Organisation") by a Proposal and/or declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to IndusInd General Insurance Company Limited (hereinafter called the "Insurer ") for the insurance hereinafter contained and has paid, in such manner and within such time, as may be prescribed under the provisions of the Insurance Laws(amendment) ordinance 2014 or amendment thereof and the rules made there under, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Insurer may accept payment for the renewal or extension of this Policy. This Policy records the agreement between the Insurer and the Policy holder, and sets out the terms, conditions and exclusion of insurance and obligations of each party.

1. INSURING CLAUSE

Subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed in the Schedule to this Policy, the Insurer hereby agrees to pay the following:

1.1 Directors' and Officers' Liability Coverage

On behalf of each Insured Person, Loss for which Insured Person is not indemnified by an Organisation on account of any D & O Claim first made during the Policy Period or, if exercised during the Extended Reporting Period, for a Wrongful Act by the Insured Person occurring before or during the Policy Period up to the limit specified in the Item no. 5 of the Schedule.

1.2 Legal Representation Expenses

On behalf of each Insured Person, legal representation expenses on account of any Official Investigation commenced against the Insured Person during the Policy Period up to the limit specified in the Item no. 5 of the Schedule.

1.3 Company Reimbursement Coverage

On behalf of an Organisation, Loss for which the Organisation grants indemnification to each Insured Person (s) as permitted or required by law, on account of any D&O Claim first made during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring before or during the Policy Period up to the limit specified in the Item no. 5 of the Schedule.

1.4 Entity Employment Practices Coverage

On behalf of an Organisation, Loss on account of any EPL Claim first made against the Organisation during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring before or during the Policy Period up to the limit specified in the Item no. 5 of the Schedule.

1.5 Entity Securities Claims Coverage(2) Definitions

On behalf of an Organisation, Loss on account of any Securities Claim first made during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring before or during the Policy Period up to the limit specified in the Item no. 5 of the schedule.

2. DEFINITIONS

2.1 Benefits

Any perquisites, fringe benefits, payments in connection with an employee benefit plan and any other payment whatsoever, other than salary, wages or commission, to or for the benefit of an employee arising out of the employment relationship. Benefits do not include Stock benefits, employee stock option plans or employee stock purchase plans.

2.2 Claim

- a) With respect to Clause (1.1) and (1.3) above; any D&O Claim;
- b) With respect to Clause (1.2) above, any Official Investigation;
- c) With respect to Clause (1.4) above, any EPL Claim;
- d) With respect to Clause (1.5) above, any Securities Claim.

2.3 Consensual Claim

Any Claim which is brought with the solicitation, intervention, participation, acquiescence or assistance (other than where an Insured is compelled by law to assist or participate in such Claim) of an Insured against whom it is brought.

2.4 D&O Claim

- a) any written demand for monetary damages or non-pecuniary relief;
- b) any civil proceeding;
- c) any arbitration, mediation, conciliation or alternative dispute resolution proceeding;
- d) a criminal proceeding;
- e) any formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document; or
- f) an Extradition proceeding, against any Insured Person, individually or otherwise, for a Wrongful Act committed by the Insured Person, including any appeal therefrom.

2.5 Defense Costs

Part of Loss consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the Directors, Officers or employees of an Organisation or office overheads, travel costs unrelated to any Claim or other administration costs) incurred in defending, investigating, settling or appealing any Claim and the premium paid for appeal, attachment, bail or similar bonds. For the avoidance of doubt, Defense Costs shall include reasonable costs, charges or fees resulting from an Insured Person lawfully opposing, challenging, resisting or defending against any request for or any effort to obtain the Extradition of such Insured Person; or appealing any order or other grant of Extradition of such Insured Person.

2.6 Director

Any natural person, who was, now is or shall during the Policy Period be the Director appointed to the board of Organisation, for avoidance of doubt Independent Director, whole time Director, nominee Director or additional Director and shall include equivalent position in any Jurisdiction

2.7 Employee Entitlements

Employee benefit arrangements of any kind (whether during or post employment) including:

- a) provision for unemployment, redundancy, severance, retirement, sickness, disability, maternity leave, paternal leave, adoption leave, annual leave, long service leave, compassionate leave or personal leave;
- b) entitlements under any statute or Industrial Instrument including the calculation, timing or manner of payment of minimum wages, prevailing wage rates, overtime pay, time in lieu, allowances and penalties alleged to be due and owing;
- c) accident, life, medical, disability or other welfare plans, including insurance of any kind;
- d) superannuation, retirement or pension contributions, benefits and entitlements; or
- e) Stock Benefits, profit sharing or deferred compensation plans.

2.8 EPL Claim

- a) any written demand for monetary damages or non-pecuniary relief;
- b) any civil proceeding;
- c) any arbitration, mediation, conciliation or alternative dispute resolution proceeding;
- d) any formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,

which is brought and maintained by or on behalf of any Insured Person or past, present or prospective employee of an Organisation, against an Organisation Provided that such claim is also made and continuously maintained against at least one Insured Person of the Organisation for a Wrongful Act, including any appeal there from.

2.9 Securities Claim

- a) a written demand for monetary damages or non-pecuniary relief;
- b) any civil proceeding;
- c) any arbitration, mediation, conciliation or alternative dispute resolution proceeding;
- d) any criminal proceeding; or
- e) a formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, against an Organisation for a Wrongful Act, including any appeal there from.

2.10 External Administrator

Any liquidator, receiver and manager, administrator, administrative receiver, judicial manager or holder of similar office

or position in any Jurisdiction whether appointed under the provisions of any law anywhere in the world or pursuant to the provisions of any contract or other instrument.

2.11 Extradition

Any formal process by which an Insured Person located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

2.12 Financial Impairment means

- The appointment by any tribunal, agency or court or creditor, anywhere in the world, as an External Administrator to take control of, supervise, administer, manage or liquidate an Organisation or its assets, business or affairs; or
- An Organisation becoming a debtor in possession or taking any corporate action or commencing legal proceedings for its winding-up, dissolution, administration, receivership or insolvent corporate restructuring or an event occurring which has an analogous effect under the laws of any other Jurisdiction.

2.13 Industrial Instrument

Any award, collective or individual agreement, arrangement or other instrument which is made or authorized under statute or certified or registered by an industrial tribunal or court in India or similar industrial tribunal or court anywhere in the world.

2.14 Insured

An Organisation and/or Insured Persons.

2.15 Insured Capacity

The position or capacity designated in the definition of Insured Person held by any Insured Person but shall not include any position or capacity in any organisation other than an Organisation, even if such Organisation directed or requested the Insured Person to serve in such other position or capacity, other than an Outside Directorship.

2.16 Insured Person

Applicable for insuring clause 1.1, 1.2, 1.3 & 1.5

Any natural person, who was, now is or shall be:

- a Director or Officer of an Organisation;
- a trustee of any superannuation, pension, provident fund, profit sharing, health and welfare or employee benefit plan or trust established or maintained for the purpose of providing pensions, annuities or any form of benefits to employees of an Organisation;
- an employee of an Organisation but only:
 - to the extent that such employee is acting in any managerial or supervisory capacity;
 - where such employee holds an Outside directorship;
 - or for as long as such employee is the subject of a Claim along with any Director or Officer of an Organisation;
- a member of a committee established by or approved by the board of directors of the Organisation whether under statute or otherwise (provided that such Organization grants indemnification to such person).

Applicable for insuring clause 1.4

Any natural person, who was, now is or shall be:

- A Director or Officer of an Organisation;
- An employee of an Organisation. Insured Person shall not include an External Administrator.

2.17 Kidnap response costs

The reasonable fees and expenses of the kidnap consultants incurred in response to any Kidnapping, Hijacking or Wrongful Detention incident anywhere in the world (excluding Colombia, Iraq, Nigeria, and the Philippines or any specific country endorsed). Such fees and expenses shall include related costs for travel; accommodation; qualified interpretation; communication and payments to informants but explicitly excludes ransom monies.

2.18 Kidnapping

Any event or connected series of events of seizing, detaining or carrying away by force or fraud an Insured Person, while acting outside his country of residence during the course of employment with an Organisation, for the purpose of demanding ransom monies.

2.19 Hijacking

Illegal holding under duress, for a period in excess of six hours, of an Insured Person, during travel in the course of

employment while acting outside his country with an Organisation, on or in any aircraft, motor vehicle or waterborne vessel which is a public transport.

2.20 Legal Representation Expenses

Reasonable Defense Costs which an Insured Person incurs on account of the attendance and/or provision of information by such an Insured Person in an Insured Capacity at or to any Official Investigation or on account of the preparation for such attendance or provision, which attendance and /or provision is required by the body instituting the Official Investigation.

2.21 Loss

The amount which an Insured becomes legally obligated to pay on account of any covered Claim including, but not limited to:

- Defense Costs;
- Legal Representation Expenses;
- punitive damages, exemplary or aggravated damages unless the Insurer is legally prohibited from paying such damages in the Jurisdiction where the Claim is determined;
- awards of damages or orders made by any court or tribunal to pay compensation;
- judgments;
- sums payable due to any settlements to which the Insurer has given written consent
- Pre-judgment and post-judgment interest.

But Loss does not include

- any amount for which an Insured Person is absolved from payment by reason of any covenant or agreement, other than indemnification of an

Insured Person by an Organisation, or order or determination of a tribunal or court;

- the multiple portion of any multiplied damages award;
- finest or penalties imposed by law;
- any amount not covered by this Policy because of Condition (6.4) Allocation;
- the future salary, wages, commissions, benefits, damages or economic relief of a Claimant who has been or shall be hired ;
- Benefits or Stock Benefits;
- Award of claimant's cost
- Matter for which the Insurer is legally prohibited from indemnifying the Insured under the law of India other than to the extent covered pursuant to paragraph © above.

2.22 Non-Executive Director

Any natural person who serves as a Director of the Principal Organisation at the inception of the Policy Period and:

- does not serve and has not served as an Officer or employee of any Organisation and
- does not receive and has not received compensation, either directly or indirectly, from any Organisation for services rendered as a consultant or in any capacity, other than as a director.

Non-Executive Director also means any natural person who begins serving as a Director of the Principal Organisation during the Policy Period and who satisfies a) and b) above.

2.23 Non-Indemnifiable Loss

Loss of an Insured Person that Organization is unable to indemnify due to legislative prohibition or publicly declared or established insolvency.

2.24 Officer

As defined in Companies Act 2013 and amendments thereto or the holder of equivalent position in any Jurisdiction

2.25 Official Investigation

Any formal administrative or formal regulatory inquiry by a governmental, regulatory, self-regulatory, professional, trade, statutory or official body or institution that is empowered by law to investigate the affairs of an Insured Person or an Organization which constitutes a legal proceeding. For the avoidance of doubt, coverage does not apply with respect to any routine supervision, inspection, compliance or similar reviews of an Insured conducted by any regulatory, self

regulatory, professional, statutory or official body or institution.

2.26 Organisation

The Principal Organisation and its any Subsidiary.

2.27 Outside Directorship

The position of Director, Officer, trustee, governor, councilor, or the holder of an equivalent position in any Jurisdiction, held by an Insured person in an Outside Entity provided that such position is assumed and maintained with the knowledge and consent and at the specific request of an Organisation.

2.28 Outside Entity

Any Organisation:

- which is not registered or approved for direct or indirect trading on a securities exchange or over the counter trading system anywhere in the U.S.A/Canada;
- which is not located, incorporated or domiciled or does not operate in the U.S.A/Canada;
- whose governing documents prevent it from distributing profits or assets for the benefit of members, whether or not it is exempt from the payment of income tax under any law, regulation or bylaw anywhere in the world;

which is not a bank, finance Company, leasing Company, friendly society, life insurance Company, general insurance Company, reinsurance Company, investment Company, mutual fund, collective investment scheme, fund manager, investment adviser, responsible entity of a managed investment scheme, trustee Company, money market corporation, investment bank or any broker or dealer in securities or commodities, mortgage broker, real estate agent, stock exchange, commodities exchange, futures exchange, custodian, clearing house, registrar, medical benefits association or hospital benefits association or Organisations of a similar nature.

2.29 Pending or Prior Date

The date from which an Organisation has maintained uninterrupted cover of the same nature as that provided herein with the Insurer or such date as agreed to in writing by the Insurer, either of which is specified in item no. 11 of the schedule.

2.30 Policy Period

The period of time specified in item no. 4 of the Schedule subject to prior termination in accordance with condition (6.25) termination of Policy. If this period is less than or greater than one (1) year, then the limits of liability specified in item no. 5 the Schedule of this Policy shall be the Insurer's maximum Limit of Liability under this Policy for the entire period. If the Extended Reporting Period is exercised, it shall be part of the Policy Period and not an additional Policy Period.

2.31 Pollutants

Any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, an environmental protection agency (including but not limited to the United States Environmental Protection Agency) or any counterpart thereof anywhere in the world. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. Pollutants shall also mean any air emission, odour, waste water, oil, oil products, infectious or medical waste, asbestos or asbestos products or noise.

2.32 Pollution

- the actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, escape, seepage, migration, dispersal, treatment, removal or disposal of any Pollutants; or
- any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or
- any action taken in response to or contemplation or anticipation of any such regulation, order, direction or request; or
- any action taken voluntarily to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, whether or not in relation to any such regulation, order, direction or request; including but not limited to any Claim for Loss to an Insured Organisation or an Outside Entity, the holders of its securities or its creditors based upon, arising from, or in consequence of the matters described in (a) or (b) of this definition other than to the extent covered pursuant to extension 4.10 of this Policy.

2.33 Principal Organisation

The Organisation designated in item no. 2 of the Schedule.

2.34 Proposal

All Proposals, including attachments and materials incorporated therein, submitted by, or information disclosed by, the Insured to the Insurer for this Policy or any Policy issued by the Insurer of which this Policy is a direct or indirect renewal or replacement. All such, proposals, attachments and materials are deemed attached to, incorporated into and made a part of this Policy.

2.35 Related Claims

All Claims based upon, arising from, or in consequence of the same or related facts or circumstances or the same or related series of facts or circumstances.

2.36 Retaliation

Retaliatory treatment against an Insured Person on account of such individual:

- exercising his rights under law, including but not limited to rights under any workman compensation laws;
- refusing to violate any law;
- having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law by an Organisation;
- disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or
- filing or pursuing any Claim against an Organisation under any "whistle blower" law anywhere in the world.

2.37 Retired Director or Officer

Director or Officer of an Organisation who has ceased to act in their Insured Capacity prior to the expiry of the Policy Period for reasons other than disqualification from holding the office of director or from managing a Organisation and other than due to a Transaction or Financial Impairment.

2.38 Stock Benefits

Any offering, plan or agreement between an Organisation and any Insured Person or employee which grants stock, stock warrants, stock options or stock appreciation rights in an Organisation to such Insured Person or employee, including but not limited to restricted stock or any other stock grant or compensation or incentive granted in the form of securities of such Organisation. Stock Benefits shall not include employee stock ownership plans or employee stock purchase plans.

2.39 Subsidiary

At the time of the occurrence of a Wrongful Act, any organisation in which one or more Organisations:

- Controls the composition of the organisation board;
- Is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the Organisation; or
- Holds more than 50% of the issued share capital of the Organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Subsidiary shall include any incorporated joint venture or company over which an Organisation exercises effective management and control.

2.40 Transaction

- The Principal Organisation merging into or consolidating with another organisation such that the Principal Organisation becomes a subsidiary of the other organisation;
- Another organisation acquiring the business or assets of the Principal Organisation; or
- Another organisation or person or group of organisations or persons acting in concert acquiring control of the composition of the Principal Organisation's board, being in a position to cast, or control the casting of more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the Principal Organisation or holding more than fifty percent (50%) of the issued share capital of the Principal Organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

2.41 U.S.A

The United States of America and any territory under its jurisdiction.

2.42 U.S.A Claim

Claim brought or maintained, in whole or in part, in the U.S.A or based, in whole or in part, on any law of the U.S.A.

2.43 Wrongful Act means:

- with respect to insuring Clause (1.1) and (1.3) only, any act or omission, including but not limited to any error,

misstatement, misleading statement, neglect, breach of duty, breach of trust or breach of warranty of authority, including for the avoidance of doubt any actual or alleged wrongful or unfair, employment related: discipline, dismissal, denial of natural justice, discharge or termination of employment, breach of any oral, written or implied employment contract, misrepresentation, discrimination, harassment, sexual harassment, failure to employ or promote, deprivation of a career opportunity, failure to grant tenure, demotion, evaluation, invasion of privacy, defamation, infliction of emotional distress or any Retaliation, committed, attempted, or allegedly committed or attempted, by an Insured Person, individually or otherwise, in his Insured Capacity, or any matter claimed against him solely by reason of his serving in such Insured Capacity.

- b) with respect to insuring clause (1.5) only, any act or omission, including but not limited to any error, misstatement, misleading statement, neglect, breach of duty, breach of trust or breach of warranty of authority committed, attempted, or allegedly committed or attempted, by any Insured with respect to the purchase or sale of, or offer to purchase or sell, any securities issued by an Organisation; or the ownership of securities of an Organisation by a holder of its securities; or
- c) With respect to insuring clause (1.4) only, any actual or alleged wrongful or unfair, employment-related: discipline, dismissal, denial of natural justice, discharge or termination of employment, breach of any oral, written or implied employment contract, misrepresentation, discrimination, harassment, sexual harassment, failure to employ or promote, deprivation of a career opportunity, failure to grant tenure, demotion, evaluation, invasion of privacy, defamation, infliction of emotional distress or any Retaliation.

2.44 Wrongful detention

The arbitrary or capricious confinement of an Insured Person, while acting in the course of his employment by a Organisation, by person(s) acting as agent(s) of, or with the tacit approval of, any government or governmental entity, or acting or purporting to act on behalf of any insurgent party, organisation or group. A connected series of Wrongful Detentions will be considered one Wrongful Detention

3) EXCLUSIONS

Applicable to Insuring Clause (1.1) & (1.3) - D & O Claim:

3.1 Dishonesty

The Insurer shall not be liable for Loss on account of any D&O Claim based upon, arising from, or in consequence of any deliberately fraudulent act or omission or any willful violation or breach of any law, regulation or by-law anywhere in the world or duty imposed by any such law, regulation or by-law by an Insured Person, or an Insured Person having gained any personal profit, advantage or remuneration to which such Insured Person was not legally entitled provided that this exclusion shall not apply (including, for the avoidance of doubt, to the Insurer's obligation to advance Defense Costs in accordance with Extension (4.1) until a final adjudication in any proceeding establishes such a deliberately fraudulent act or omission, willful violation or breach, profit, advantage or remuneration or admission by the Insured. The term 'proceeding' shall not include any declaratory proceeding brought by or against the Organisation.

3.2 Employees Provident Fund and Miscellaneous Provisions Act (ERISA)

The Insurer shall not be liable for Loss on account of any D&O Claim for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act, 1974 (USA), the Indian Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Indian Employees State Insurance Act, 1948, the Indian Payment of Bonus Act, 1965, the Indian Payment of Gratuity Act, 1972, the Indian Maternity Benefits Act, the Indian Factories Act, 1961, Employees compensation act 2010 and similar laws in any other jurisdiction, amendments thereto.

Applicable to Insuring Clause 1.5 only- Securities Claim

3.3 Assumed Liability

The Insurer shall not be liable for Loss on account of any Securities Claim for any actual or alleged liability of others assumed by an Organisation under any contract that relates to the purchase, sale or offer to purchase or sell any securities; provided that this exclusion shall not apply to liability that would have attached to such Organisation in the absence of such contract or to the Insurer's obligation to advance Defense Costs under extension (4.1).

3.4 Dishonesty of Organisation

The Insurer shall not be liable for Loss on account of any Securities Claim based upon, arising from, or in consequence of any:

- i deliberately fraudulent act or omission or any willful violation or breach of any law, regulation or by-law anywhere in the world or duty imposed by any such law, regulation or by-law by an Organisation; or
- ii Organisation having gained any profit, remuneration or advantage to which it was not legally entitled, provided that this exclusion shall not apply (including, for the avoidance of doubt, to the Insurer's obligation to advance

Defense Costs under Extension(4.1) until a final adjudication in any proceeding establishes such a deliberately fraudulent act or omission, willful violation, breach or profit remuneration of advantage. The term 'proceeding' shall not include any declaratory proceeding brought by or against the organisation.

Applicable to Insuring Clause 1.4 –EPL Claims

3.5 Contractual Liability

The Insurer shall not be liable for Loss on account of any EPL Claim for any actual or alleged liability of others, other than an employee, assumed by any Insured under any contract except to the extent that such liability would have attached to the Insured even in the absence of such contract;

3.6 Future Salary

The Insurer shall not be liable for Loss on account of any EPL Claim for future salary, wages, commissions, benefits, damages or economic relief, if an Organisation is ordered, pursuant to a judgment, determination or final adjudication of a court or tribunal, but fails to hire, promote or reinstate the Claimant as an employee provided, however that this exclusion shall not apply to the Insurer's obligation to advance Defense Costs under Extension (4.1).

3.7 Industrial Instruments

The Insurer shall not be liable for Loss on account of any EPL Claim for breach of duties, obligations or responsibilities under any law, regulation, by- law, or determination made under or pursuant to any statute, ordinance or Industrial Instrument howsoever promulgated regulating Employee Entitlements;

3.8 Non-Pecuniary Relief

The Insurer shall not be liable for Loss on account of any EPL Claim for any order for, grant of, or agreement to provide non pecuniary relief provided, however, that this exclusion shall not apply to the Insurer's obligation to advance Defense Costs under Extension (4.1).

3.9 Specified Termination Payments

The Insurer shall not be liable for Loss on account of any EPL Claim for any salary, wages or commissions or any specified amount of money required to be paid in respect or in lieu of a notice requirement or notice period; or Pursuant to an express written obligation to make payments in the event of the termination of employment, including, without limitation in the event of redundancy, retrenchment or retirement.

3.10 Trustees Liability

The Insurer shall not be liable for Loss on account of any EPL Claim based upon, arising from, or in consequence of any actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any superannuation, pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing superannuation benefits, pensions, annuities or any other form of benefits to employees of an Organisation provided, however, this exclusion shall not apply to any EPL Claim for Retaliation;

3.11 Employees' Compensation, Unemployment Insurance, Social Security and Disability Benefits

The Insurer shall not be liable for Loss on account of any EPL Claim based upon, arising from, or in consequence of any actual or alleged obligation of any Insured pursuant to any Employees' compensation, unemployment insurance, social security, disability benefits or similar law, regulation or by-law provided, however, this exclusion shall not apply to any EPL Claim for Retaliation

Applicable to Extension 4.6 Kidnap Response Cost

3.12 Fraudulent, dishonest or criminal acts

The Insurer shall not be liable to make any payment under extension 4.6 kidnap response, resulting directly or indirectly from any fraudulent, dishonest or criminal acts of an Insured or any Insured Person authorised by an Insured to have custody of ransom monies;

3.13 kidnapping, hijacking, or wrongful detention

The Insurer shall not be liable to make any payment under extension 4.6 kidnap response, resulting directly or indirectly from any Kidnapping, Hijacking, or Wrongful Detention of an Insured Person:

- who has had other kidnap insurance cancelled or declined;
- who has been kidnapped previously; or
- within his country of residence; or

3.14 Wrongful detention :

The Insurer shall not be liable to make any payment under extension 4.6 kidnap response, resulting directly or indirectly from or in connection with or as a result of:

- any actual or alleged violation by the detained Insured Person of the laws of the country in which he is detained, or failure to maintain and possess duly authorised and issued required documents and visas, unless the Insurer determines such allegations to be intentionally false, fraudulent or malicious and made solely to achieve a political, propaganda or coercive effect upon or at the expense of an Insured;
- failure of the detained Insured Person to evacuate from the country in which he is detained within ten (10) days after issuance of advice by the Government of the Insured Person's domicile or residence, or travel to that country contrary to advice from that government; or
- active membership by the detained Insured Person in any governmental organisation, official law enforcement, or military force

Applicable to All Insuring clauses

3.15 Bodily Injury and Property Damage

The Insurer shall not be liable for Loss on account of any claim for bodily injury, sickness, disease or death of any person or damage to or destruction of any tangible property, including Loss of use thereof whether or not it is damaged or destroyed. For clarity, this exclusion shall not apply to mental anguish, humiliation or emotional distress asserted in an EPL Claim;

3.16 Consensual Claim

The Insurer shall not be liable for Loss on account of any claim based upon, arising from, or in consequence of any Consensual Claim;

3.17 Pollution

The Insurer shall not be liable for Loss on account of any claim based upon, arising from, or in consequence of Pollution. It is agreed that this exclusion shall not apply to any EPL Claim for Retaliation;

3.18 Prior Notice

The Insurer shall not be liable for Loss on account of any claim based upon, arising from, or in consequence of any fact or circumstance, if notice of such fact or circumstance has been given under any Policy of which this Policy is a renewal or replacement or which it may succeed in time; or which the Insured is aware of prior to the commencement of the Policy.

3.19 Prior or Pending Claim or Circumstances

The Insurer shall not be liable for Loss on account of any claim based upon, arising from, or in consequence of any demand, suit or proceeding pending against, or order, decree or judgment entered for or against any Insured or Outside Entity on or prior to the Prior or pending Date set forth in:

- Item no. 11 of the Schedule
- Scheduled Outside Entity Endorsement; or

the same or substantially the same facts or circumstances underlying or alleged therein, provided however, that (b) shall apply only to any Claim based upon, arising from or in consequence of any Outside Directorship in an Outside Entity;

3.20 Professional Services

The Insurer shall not be liable for Loss on account of any claim for any actual or alleged act or omission, including but not limited to any error, misstatement, misleading statement, neglect, breach of trust or breach of duty committed, attempted or allegedly committed or attempted in the rendering of, or actual or alleged failure to render any professional services to a third party.

3.21 U.S.A Insured vs. Insured

The Insurer shall not be liable for Loss on account of any claim which is a U.S.A Claim brought or maintained by or on behalf of (i) any Insured; or (ii) any Outside Entity or any Director or Officer of such Outside Entity if such Claim arises out of such Outside Directorship, except:

- A Claim brought or maintained on behalf of (1) an Organisation by one or more persons who are not Insured Persons, and who bring and maintain the Claim without the solicitation by, or active intervention, assistance or participation of, any Insured Person named as a defendant in such Claim (other than the solicitation by, or assistance, participation or intervention of any Insured Person for which Section 806 of the Sarbanes- Oxley Act 2002, or any similar 'whistleblower' protection provision of an applicable securities law, affords protection to

such Insured Person); or (2) by or on behalf of an Outside Entity by one or more persons who are neither Insureds nor Directors or Officers of such Outside Entity and who bring and maintain the Claim without the solicitation by, or the active participation, intervention or assistance of any such person (other than the solicitation by, or assistance, participation or intervention of any Director or Officer of an Outside Entity for which Section 806 of the Sarbanes- Oxley Act 2002, or any similar 'whistleblower' protection provision of an applicable securities law, affords protection to such Director or Officer);

- b) a Claim that is brought or maintained on behalf of an Organisation or an Outside Entity, by an External Administrator, who brings and maintains such Claim without the active assistance or participation of, or solicitation by, an Insured Person or one or more of an Outside Entity's Directors or Officers;
- c) an EPL Claim;
- d) a Claim brought or maintained by an Insured Person, or by one or more of an Outside Entity's Directors or Officers, for contribution or indemnification, if the Claim directly results from another Claim covered under this Policy; or
- e) a Claim that is brought or maintained by or on behalf of an Insured Person who no longer serves in an Insured Capacity, such Claim being brought or maintained without the active assistance or participation of, or solicitation by, an Organisation or any Insured Person serving as such at the time such Claim is brought or maintained;
- f) Defense Costs.

3.22 War & Terrorism

The Insurer shall not be liable for Loss on account of any, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any cause or event contributing concurrently or in any other sequence to the loss;

- a) Any act terrorism, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- b) War, invasion, act of foreign enemy, hostilities or warlike operations { whether war be declared or not), civil war, permanent or temporary

dispossession resulting from confiscation, commandeering, requisition or destruction of or damage to property by order of the government de jure or de facto or by any public authority. Mutiny, civil commotion assuming the proportions or amounting to a popular rising, tribal rising , military rising insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or

It also exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to above.

If the Insured alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance the burden or proving the contrary shall be upon the Insured

Insurer will also not be liable for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) above.

(4) EXTENSIONS TO BASIC COVER

The coverage under this Policy shall be extended to cover the following up to the limits specified under item no. 10 of Schedule. Each Extension is automatically included under the Policy unless specifically stated otherwise in the Item no. 10 of Schedule. Extensions are subject to the Insuring Clauses and all other Policy terms, conditions and exclusions.

4.1 Advancement of Defense Costs & Legal Representation Expenses

The Insurer shall, prior to the final disposition of any Claim, advance

- a) Defense Costs or
- b) Legal Representation Expenses

as provided under this Policy within thirty (30) days of receipt of an invoice for same from defense counsel.

4.2 Bilateral Extended Reporting Period

If this Policy is terminated or not renewed by either the Insurer or the Principal Organisation, for any reason other than termination by the Insurer for non-payment of premium, and provided that no Transaction has occurred, the Principal Organisation and the Insured Persons shall have the right:

- a) To an Extended Reporting Period mentioned in Item no. 10 4.2(a) within which to report any Claims that are first made during the Policy Period. There is no additional premium payable for such Bilateral Extended Reporting Period
- b) Upon payment of the additional premium as specified in the Item no. 10 4.2(b) of Schedule to this Policy, the Policy shall be extended to cover additional Bilateral Extended Reporting Period up to 365 days from the expiry date of the Bilateral Extended Reporting Period referred to in (a) above within which to report any Claims first made during such additional 365 days;

But only to the extent that such Claims are for Wrongful Acts occurring prior to, and Official Investigations into conduct prior to, the effective date of termination or non-renewal.

The right to the additional Bilateral Extended Reporting Period of 365 days shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the Insurer within 30 days following the effective date of termination or non-renewal.

Any Claim made during the Bilateral Extended Reporting Period shall be deemed to have been made during the immediately preceding Policy Period.

If the Bilateral Extended Reporting Period is purchased in accordance with this section then it cannot be cancelled by the Insured's or the Insurer; and the entire premium noted in the Item no. 10 4.2(b) of the Schedule shall be deemed fully earned at the inception of the additional Bilateral Extended Reporting Period.

The offer of renewal terms or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

4.3 Continuity of Cover

Notwithstanding exclusion (3.18) coverage is provided for Claims or circumstances which could or should have been notified under any Policy of which this Policy is a renewal or replacement or which it may succeed in time provided always that:

- a) the Claim or circumstance could and should have been notified after the Prior Date or Pending;
- b) the Insurer has continued to be the Insurer under such previous Policy without interruption; and
- c) The cover provided by this extension shall be in accordance with all the terms and conditions of the Policy under which the Claim or circumstance could or should have been notified.

4.4 Dedicated Additional Limit of Liability for Non-Executive Directors

The Insurer shall pay under this extension only on behalf of any Non-executive director for Non Indemnifiable Loss on account of any D&O Claim or Official Investigation first made during the Policy Period, or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring, or Official Investigation into conduct occurring, before or during the Policy Period up to the limits specified in Item no. 10 4.4 of the Schedule.

4.5 Emergency Defense Costs

If, because of an emergency, the Insurer's prior written consent to any Defense Costs or Legal Representation Expenses as required in accordance with Condition (6.13) defense & settlement, cannot be requested, Defense Costs or Legal Representation Expenses can be incurred without that consent for defense or investigation work performed during a period of thirty (30) days immediately following the date on which the Claim was first made.

4.6 Kidnap response cost

In the event of a Kidnapping, Hijacking or Wrongful Detention of an Insured Person during the Policy Period, the Insurer will pay for Kidnap Response Costs incurred through the kidnap consultants.

4.7 Occupational Health & Safety Defense Costs

Notwithstanding exclusion (3.15), coverage shall extend to Defense Costs on account of any D&O Claim or Legal Representation Expenses on account of any Official Investigation in connection with a violation or breach of an occupational health and safety laws, including but not limited to workplace death or industrial manslaughter law anywhere in the world.

4.8 Outside Directorship Liability

Coverage shall extend to any D&O Claim with respect to any Outside Directorship.

4.9 Retired Directors or Officers

If this Policy is terminated or not renewed by either the Insurer or the Principal Organisation for any reason, other than non-payment of premium by the Organisation, and provided that no Transaction has occurred, Retired Directors or

Officers shall have the right to an Extended Reporting Period of XXXX months within which to report any D&O Claims or Official Investigations that are first made during such XXXX months period but only to the extent such D&O Claims are for Wrongful Acts occurring prior to, or such Official Investigations are into conduct prior to, the effective date of termination or non-renewal. There is no additional premium payable for such Extended Reporting Period in respect of any Retired Directors or Officers.

4.10 Shareholder Pollution Actions

Notwithstanding exclusion (3.17), coverage shall extend to Loss on account of any D&O Claim in respect of Pollution brought by any shareholder of an Organisation in his capacity as such, whether in his own right or on behalf of an Organisation, provided that such D&O Claim is brought and maintained without the assistance, participation or solicitation by any Insured.

4.11 Spouses, Heirs & Representatives

Coverage shall extend to Claims for the Wrongful Acts of an Insured Person made against:

- the estates, heirs, legal representatives or assigns of such Insured Person who is deceased or against the legal representatives or assigns of such Insured Person who is under a legal disability by reason of mental incapacity or is insolvent or bankrupt; and
- the lawful spouse of any Insured Person who is deceased, incompetent or insolvent, for loss arising from a Claim for a Wrongful Act of such Insured Person

All terms and conditions of this Coverage Section applicable to Loss incurred by an Insured Person, shall also apply to Loss incurred by the estates, heirs, legal representatives, assigns, spouse of the Insured Person as referred to in (a) and (b) above. The coverage provided under this section shall not apply with respect to any Loss arising from an act or omission by an Insured Person's estate, heirs, legal representatives, assigns, spouse.

(5) SPECIAL CONDITIONS

5.1 Severability & Imputation of Knowledge

With respect to exclusions 3.1 (Dishonesty) of this Policy, no fact pertaining to or knowledge possessed by any Insured Person shall be imputed to any other Insured Person in order to determine if coverage is available.

With respect to exclusion 3.4 (Dishonesty of Organization) of this Policy, only facts pertaining to and knowledge possessed by any past, present, or future Chief Financial Officer, in-house General Counsel, President, Chief Executive Officer, Managing Director, Company Secretary, Chairman or holder of an equivalent position in any jurisdiction of an Organisation shall be imputed to such Organisation in order to determine if coverage is available.

(6) GENERAL CONDITIONS

6.1 Acquisition or Creation of Another Organisation

If an Organisation during the Policy Period:

- acquires securities or voting rights in another organisation or creates another organisation, which as a result of such acquisition or creation becomes a Subsidiary; or
- acquires any organisation by merger into or consolidation with itself such that the Organisation is the holding entity, then such other organisation and the Insured Persons in relation thereto shall be Insured under this Policy but only with respect to Wrongful Acts occurring after, or Official Investigations into conduct after, such acquisition or creation unless the Insurer agrees, after presentation of a complete Proposal and all appropriate information, to provide coverage by endorsement for Wrongful Acts occurring prior to, and Official Investigations into conduct prior to, such acquisition or creation. In the event Insurer is requested to grant coverage for Wrongful Acts occurring prior to, and Official Investigations into conduct prior to, such acquisition or creation, it shall have the right to amend the terms of this Policy including charging an additional premium.

However, if such acquired or created Organisation:

- has total assets that increase the total consolidated assets of the Organisation by more than XXXXX as reflected in the most recent audited, consolidated financial statements of such Organisation and the Organisation and, in the case of such acquisition, the acquired Organisation; or
- is located, incorporated, domiciled or operates in or has securities listed on any exchange in USA/Canada
- Any financial Institution

the Principal Organisation shall give written notice of such acquisition or creation to the Insurer as soon as practicable together with such information as the Insurer may require and shall pay any additional premium reasonably required by the Insurer. Coverage for any such acquired or created organisation and the Insured Persons in relation thereto, pursuant

to this section, shall be subject to such additional or different limitations, conditions, provisions or other terms as the Insurer, in its sole discretion, may require.

6.2 Acquisition of organisation by Another organisation

- If, during the Policy Period, a Transaction occurs coverage shall continue until termination of this Policy, but only with respect to Claims for Wrongful Acts occurring prior to, and Official Investigations into conduct prior to, such Transaction. If a Transaction occurs the entire premium for this Policy shall be deemed fully earned unless agreed otherwise to by the Insurer.
- The Principal Organisation shall give written notice of such Transaction to the Insurer as soon as practicable, but not later than (30) days after the date of such Transaction together with such information as the Insurer may require. Upon receipt of such notice and information and at the request of the Principal Organisation, the Insurer will provide to the Principal Organisation a quotation for an extension of coverage for a period of up to 36 months for Claims, other than EPL Claims, for Wrongful Acts occurring before, and Official Investigations into conduct before, such Transaction. Any coverage extension pursuant to such quotation shall be subject to such additional or different terms, conditions and limitations of coverage and the payment of such additional premium as the Insurer, in its sole discretion, may require. Payment of the additional premium due for any coverage extension purchased under this section must be received by the Insurer within thirty (30) days following the acceptance by the Principal Organisation of a quotation by the Insurer.

Any extension of cover purchased by the Principal Organisation pursuant to this section shall commence at the expiration of the cover provided for in Condition 6.2(a).

If an extension of cover is purchased pursuant to this section, then the entire premium paid shall be deemed fully earned at the inception of the coverage

extension and such extension cannot be cancelled by the Insureds or the Insurer.

6.3 Advancement of Defence Costs or Legal Representation Expenses

Any advancement of Defence Costs or Legal Representation Expenses shall be repaid to the Insurer by the Insured, severally according to their respective interests, if and to the extent it is determined that such Defence Costs or Legal Representation Expenses are not insured under this Policy.

6.4 Allocation

Where a Claim :

- includes both matters covered and matters that are not covered under this Policy; or
- is made against a person or other than an Insured Person or, with respect to Insuring Clause (1.4) & (1.5) only, other than an Organisation,

The Insurer and the Insured shall allocate any amounts incurred by or on behalf of the Insured:

- based upon the relative legal and financial exposures of an Insured Person or, with respect to Insuring Clause (1.4) & (1.5) only, an Organisation to matters covered and matters not covered under this Policy; and
- in the case of a settlement in such Claim, based also on the relative benefits to an Insured Person or, with respect to Operating Clause (1.4) & (1.5) only, an Organisation.

If the Insured and the Insurer cannot agree on an allocation of Loss:

- no presumption as to allocation shall exist in respect of disagreement between the Insured and the Insurer regarding allocation;
- the Insurer shall advance such portion of Defence Cost or Legal Representation Expenses which the Insurer believes, in its sole discretion, to be covered under this Policy unless and until a different and final allocation is mutually agreed upon between the Insured and the Insurer or arbitrated in accordance with this section or judicially determined;
- the Insurer may, in its sole discretion, pay such portion of Loss, other than Defence Costs or Legal Representation Expenses, which it believes to be covered under this Policy unless and until a different and final allocation is mutually agreed upon between the Insured and the Insurer or arbitrated in accordance with this section or judicially determined;
- the Insurer, if requested by the Insured, shall submit any disagreement between them regarding the allocation of Loss for determination by arbitration. The arbitration shall be conducted in Mumbai. The provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under shall apply except with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the Insured, one arbitrator selected by the Insurer, and a third independent arbitrator selected by the first two arbitrators. If either the Insured or the

Insurer fails to appoint their respective arbitrators within thirty (30) days after the request by the Insured, then such arbitrators(s) shall be appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. If the first two arbitrators fail to agree on the third arbitrator within thirty (30) days following the appointment of the second arbitrator, then the third arbitrator shall be appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996;

- e) any allocation of Loss that is mutually agreed upon between the Insured and the Insurer or arbitrated in accordance with this section or judicially determined shall be applied retroactively to all Loss notwithstanding any prior payment or advancement, as the case may be, to the contrary; and
- f) any allocation or advancement of Defence Costs or Legal Representation Expenses shall not apply to or create any presumption with respect to the allocation of Loss, other than Defence Costs or Legal Representation Expenses, on account of a Claim.

6.5 Alteration and Assignment

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by an authorised employee of the Insurer.

6.6 Authorisation Clause

By acceptance of this Policy, the Principal Organisation agrees to act on behalf of all Insured with respect to the giving and receiving of notices of Claim or termination, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notices provided for in this Policy (except the giving of notice to apply for the Extended Reporting Period) and each Insured agrees that the Principal Organisation shall act on their behalf.

6.7 Bankruptcy

The bankruptcy, winding-up, receivership or insolvency of an Insured or of the estate of an Insured shall not relieve the Insurer of its obligations nor deprive the Insurer of its rights under this Policy.

6.8 Cessation of Subsidiaries

If an Organisation ceases to be a Subsidiary, before or after the inception date of this Policy, coverage with respect to such Subsidiary and the Insured Persons in relation thereto shall continue until termination of this Policy or any renewal thereof, but only with respect to Claims for Wrongful Act occurring prior to, and Official Investigations into conduct prior to, the date such Organisation ceased to be a Subsidiary.

6.9 Choice of Law for Policy Disputes

The construction and enforcement of the provisions of this Policy shall be determined in accordance with and governed by the laws of India. Except as provided in Condition (6.4) "Allocation", any disputes relating to the construction and enforcement of this Policy shall be submitted to the exclusive Jurisdiction of the courts of Mumbai, India.

6.10 Conformity

The provisions of this Policy shall be read subject to the laws governing construction of this Policy and if any provisions of this Policy are inconsistent with such laws then:

- a) where such provision can be read so as to give it a valid and enforceable operation of a partial nature it shall be read to the extent necessary to achieve that result;
- b) In any other case such provision shall be severed from this Policy in which event the remaining provisions shall operate as if the severed provision had not been included.

6.11 Conditions – Dedicated Additional Limit of Liability for Non- Executive Directors

The Insurer's maximum liability under extension (4.4) Dedicated Additional Limit of Liability for Non-Executive Directors is not to exceed the amount of liability limits as specified in the Item no. 10 4.4 of Schedule inclusive of all Loss in respect of all Claims against all Non-Executive Directors.

The Dedicated Additional Limit of Liability for Non-Executive Directors shall be excess of any insurance available that is specifically excess of this coverage section and such excess insurance must be completely exhausted by payment of Loss, damages or Defence Costs there under before the Insurer shall have any obligation to make payment on account of the dedicated additional Limit of Liability for Non-Executive Directors. The Insured agrees to provide the Insurer all details of any excess policies effected once they become known to them and the Insurer will endorse the Policy accordingly.

6.12 Customer Service

If at any time the Insured/Insured Person requires any clarification or assistance, the Insured/Insured Person may contact the Policy issuing office of the Insurer at its address during normal office hours.

6.13 Defence and Settlement

It shall be the duty of the Insured and not the duty of the Insurer to defend Claims made against the Insured other than with respect to a Claim brought or maintained by or on behalf of an Organisation. The Insurer shall have the right, but not the duty, to defend a Claim brought or maintained by or on behalf of an Organisation and to appoint lawyers for that purpose.

Each Insured agrees not to settle, or convey any offer of settlement to any claimant with regard to, any Claim, incur any Defence Cost or Legal Representation Expenses or otherwise assume any contractual obligation or admit any liability with respect to any Claim without the Insurer's prior written consent. The Insurer shall not otherwise be liable for any Defence Costs, Legal Representation Expenses, any other element of Loss incurred, any obligation assumed or any admission made by any Insured without the Insurer's prior written consent, provided the Insureds comply with this section, the Insurer shall not unreasonably withhold or delay any such consent.

With respect to any Claim that appears reasonably likely to be covered in whole or in part under this Policy, the Insurer shall have the right and shall be given the opportunity to effectively associate with each Insured, and shall be consulted in advance by the Insured, regarding the investigation, defence and settlement, including the negotiation of any settlement, of any Claim that appears reasonably likely to be covered in whole or in part by this Policy.

With respect to any EPL Claim, the Insurer may make any investigation it deems necessary and may, with the written consent of the Insured, make any settlement of any EPL Claim it deems expedient. If the Insured withholds consent to any settlement acceptable to the Claimant in accordance with the Insurer's recommendation (a "Proposed Settlement"), then the Insurer's liability for all Loss on account of such EPL Claim shall not exceed the amount of the proposed settlement plus Defence Costs incurred up to the date of the Insured's refusal to consent to the proposed settlement.

Each Insured agrees to provide the Insurer with all information, assistance and co-operation which the Insurer reasonably requires, including, without limitation, for the purposes of any investigation the Insurer makes, in its absolute discretion.

With respect to any Claim made against both an Insured Person and an Organisation, such Insured Persons and the Organisation shall have the option to retain separate defence counsel, subject to obtaining the Insurer's prior written consent.

Each Insured agrees that, in the case of a Claim, such Insured will do nothing that may prejudice the Insurer's position or its potential or actual rights of recovery.

6.14 Limit of Liability and Deductible

The Insurer's Limit of Liability for each Loss as specified in the Item no. 5 of Schedule. Other than with respect to extension (4.4) where granted, shall be the Insurer's maximum aggregate liability for Loss on account of all Claims first made during the Policy Period, whether covered under one or more insuring contracts shall be the Limit of Liability for each Policy Period as specified in the Item no. 5 of schedule.

Notwithstanding the above, the Insurer's maximum liability for Loss in respect of which a sub-limit is specified for each Loss and/or each Policy Period in the item no. 10 of Schedule or any endorsement shall be that specified sub-limit of liability. Sub-limits are part of, and not in addition to the Limits of Liability as specified in the Item no. 5 of the schedule.

If Granted, the Insurer shall pay the dedicated additional Limit of Liability for Non-Executive Directors only for any Non Indemnifiable Loss. In addition to the Limits of Liability as specified in the Item no. 5 of Schedule only after the Insurer has paid the full amount of the applicable Limit of Liability. The dedicated additional Limit of Liability for Non-Executive Directors is not eroded by payments within the Limits of Liability as specified in Item no. 5 of Schedule.

Defence Costs and Legal Representation Expenses are part of, and not in addition to, the Limits of Liability as specified in the Item no. 5 of Schedule; the payment by the Insurer of Defence Cost or Legal Representation Expenses erodes such limits of liability.

The Insurer's liability on account of each and every Claim shall apply only to Loss which is allocated to covered Loss and only to that part of Loss so allocated which is in excess of the applicable deductible amount set forth as deductible in Item no. 6 of Schedule. Such deductible amount shall be depleted only by Loss otherwise covered under this Policy and shall be borne by the Insured un-insured and at their own risk. No deductible amount shall apply to any Loss for which an Organisation is prevented by law or due to Financial Impairment from indemnifying an Insured Person.

All Related Claims shall be treated as a single Claim first made on the date the earliest of such Related Claims was first made, or on the date the earliest of such Related Claims is treated as having been made in accordance with condition (6.22) reporting and notice, regardless of whether such date is before or during the Policy Period.

The Limit of Liability available during the Extended Reporting Period, if granted, shall be part of, and not in addition to, the Insurer's maximum aggregate Limit of Liability for Loss on account of all Claims first made during the immediately preceding Policy Period.

6.15 Other Insurance

If any Loss under this Policy is insured under any other insurance Policy, prior or current, then this Policy shall cover such Loss, subject to its terms and conditions, only to the extent that the amount of such Loss is in excess of the applicable retention (or deductible) and Limit of Liability of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the limits of liability provided in this Policy. Any payment by Insureds of a retention or deductible under such other insurance shall deplete, by the amount of such payment, the applicable deductible amount under this Policy.

6.16 Outside Directorship Conditions

Coverage under this Policy for any Outside Directorship shall:

- not be available to the Outside Entity in which such Outside Directorship is held or to any of the Directors or Officers or employees of such Outside Entity;
- be specifically excess of any insurance policies, whether or not specified in the Proposal, for the Outside Entity and any indemnity available from the Outside Entity to such Insured Person by reason of serving in such Outside Directorship.

If any Claim made against an Insured Person due to an Outside Directorship is Insured under any other Policy issued by the Insurer, its parent, a subsidiary or affiliate, then payment under such Policy on account of a Claim also covered under this Policy shall reduce, by the amount of the payment, the Insurer's Limit of Liability under this Policy with respect to such Claim.

6.17 Payment of Loss

In the event payment of Loss is due under this Policy but the amount of such Loss in the aggregate exceeds the remaining available Limit of Liability for this Policy, the Insurer shall:

- first pay such Loss for which coverage is provided under insuring clause 1.1; then
- to the extent of any remaining amount of the Limit of Liability available after payment under a) above, pay such loss for which coverage is provided under any other insuring contract of this Policy.
- The reference to any law/act implies refer to its amendments & Replacement

Except as otherwise provided in this section, the Insurer may pay Loss as it becomes due under this Policy without regard to the potential for other future payment obligations under this Policy

6.18 Policy Construction

In this Policy:

- the title and any headings or sub-headings are solely for convenience and form no part of its terms and conditions;
- the Schedule hereto is part of and forms an integral part of this Policy;
- the singular includes the plural and the plural includes the singular, unless otherwise indicated; and
- a reference to one gender includes the other gender.
- The reference to any law/Act includes its amendments made from time to time and replacement subsequently prevailing during the period of policy.

6.19 Premium Payment

It is hereby agreed that, as a condition precedent to any liability under this Policy, any premium due must be paid and actually received by the Insurer in full by the due date.

6.20 Presumptive Indemnification

If an Organisation is permitted or required by law to indemnify, or is not prevented by law from indemnifying, an Insured Person for Loss but fails or refuses, other than for reason of Financial Impairment, to so indemnify an Insured Person then the Insurer shall pay such Loss on behalf of such Insured Person subject to all of the exclusions of this Policy.

In such event the applicable deductible amount set forth as deductible in the item no. 6 of the schedule shall be paid by an Organisation to the Insurer. No deductible amount shall apply in the case of Financial Impairment. This section does not apply to loss arising out of an Outside Directorship.

6.21 Proposal – Non Rescindable

In issuing this Policy, the Insurer has relied upon the statements, representations, information in the Proposal

The Proposal shall be construed as a separate Proposal for coverage by each Insured Person and no statement, representation or information or any other document / communication provided in the Proposal or knowledge possessed by such Insured Person shall be imputed to any other Insured Person for the purpose of determining if coverage is

available under this Policy.

The Insurer shall not avoid or rescind this Policy or exercise any rights against any Insured for any misrepresentation in the Proposal or for any non-disclosure (whether such misrepresentation is innocent, negligent, fraudulent or otherwise). However in the case of misrepresentation or non-disclosure which would otherwise entitle the Insurer to avoid or rescind this Policy or exercise any rights as against one or more Insureds:

- a) no Insured Person who, at the time the contract evidenced by this Policy was entered into, knew the true position with regard to the facts or matters misrepresented to the Insurer or knew any of the non-disclosed facts, and no Organisation to the extent that it may indemnify any such Insured Person, shall have cover under this Policy for any Loss of that Insured Person on account of a Claim based upon, arising from or in consequence of the true position or any non-disclosed facts; and
- b) if any key manager personal including but not limited to chairman, managing director, chief executive officer, chief financial officer, in-house general counsel, company secretary or the holder of any equivalent position in any Jurisdiction of Organisation knew the true position with regard to the facts or matters misrepresented to the Insurer or knew any of the non-disclosed facts, then no Organisation shall have cover under this Policy for any Loss of that Organisation on account of a Claim based upon, arising from or in consequence of the true position or any non-disclosed facts.

6.22 Reporting and Notice

The Insured shall give to the Insurer written notice of any Claim as soon as practicable and, in any event, no later than the expiration date of the Extended Reporting Period, if granted by the Insurer.

If during the Policy Period, or an Extended Reporting Period, if granted, an Insured becomes aware of circumstances which could give rise to a Claim and gives written notice of such circumstances to the Insurer then any Claim subsequently arising from such circumstances shall be deemed to have been first made during the Policy Period, or the extended reporting period, in which the written notice was first given by an Insured to the Insurer. With respect to any such subsequent Claim, no coverage under this Policy shall apply to Loss incurred prior to the date such subsequent Claim is actually made.

The Insured shall give to the Insurer such information and co-operation as it may reasonably require, including but not limited to a description of the Claim or circumstances, the nature of the alleged Wrongful Act, the nature of the alleged or potential Loss, the names of actual or potential claimants, and the manner in which the Insured first became aware of the Claim or circumstances.

6.23 Rights of Third Parties

In this Policy a person or organisation that is not a party to this insurance contract shall have no right under the contract act, as amended, to enforce any of its terms.

6.24 Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery, and

the Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of each Insured.

6.25 Termination of Policy

Without prejudice to the rights and remedies at law of each party, this Policy shall terminate at the earliest of the following times:

- a) upon expiration of the Policy Period as specified in the item no. 4 of the Schedule of this Policy; or
- b) at such other time as may be agreed upon in writing by the Insurer and the Principal Organisation. The Insurer shall have no obligation to renew this Policy upon its expiration or termination.

6.26 Territory & Jurisdiction

Coverage shall be limited to Indian Territory and Indian Courts shall have an exclusive jurisdiction with respect to any of the claims. However with sole discretion of underwriter coverage shall extend to geographical location and/or jurisdiction mentioned in the Item no. 8 of Schedule.

6.27 US SEC Exposure

If, prior to or during the Policy period any:

- (i) securities are, become or are legally required to be the subject of any registration statement filed with the United

States of America Securities and Exchange Commission (the "SEC") in accordance with Section 5 of the Securities Act of 1933, or

- (ii) Organisation is or becomes subject to any obligation to file reports with the SEC in accordance with Section 13 of the Securities Exchange Act of 1934, then,

where such registration or reporting obligation first attached during the Policy period, this policy shall remain in full force and effect if: (a) the Policyholder has, as soon as practicable, provided the Insurer with notice of the registration or reporting requirements, and such information as the Insurer may require to evaluate and assess any additional exposure; and (b) the Policyholder has accepted any amendment to the terms and conditions of this policy and/or has agreed to pay any reasonable additional premium charged by the Insurer for the increase in exposure.

Otherwise, the Insurer shall not be liable to make any payment or to provide any services in connection with any Claim directly or indirectly arising out of, based upon or attributable to: any securities referred to in (i) above, the event referred to in (ii) above, such Organisation, its parents or any of their respective Insured persons, the registration or reporting requirements, unless such cover is expressly provided in an endorsement to this policy.

6.28 Valuation and Foreign Currency

All premiums, limits, deductibles, Loss and other amounts under this Policy are expressed and payable in the currency of India. If judgment is rendered, settlement is denominated, or any element of Loss is stated in a currency other than Indian Rupees, then payment under this Policy shall be made in Indian Rupees at the mid rate of exchange published in the currency conversion table published by the Reserve Bank of India, on the date the final judgment is reached, the amount of the settlement is agreed upon, or the any element of Loss is due, respectively.

6.29 Grievances

In case the Insured / Insured Person is aggrieved in any way, they may contact the Insurer at the specified addresses, during normal business hours and/or, you may follow below steps for redressal.

STEP 1 : Reach us at Toll Free: 1800 3009 Email us at services@indusindinsurance.com Contact our Branch With presence across numerous locations pan-India, we are never too far from you Write to us at (Correspondence Only) IndusInd General Insurance, Correspondence Unit, 301-302, Corporate House RNT Marg, Opp. Jhabua Tower, Indore, Madhya Pradesh, India- 452001

STEP 2 : If you are not satisfied with the response you got, please email- Nodal Officer at services@indusindinsurance.com

STEP 3 : If even this leaves you unsatisfied, please email -Head Grievances at headgrievances@indusindinsurance.com

STEP 4 : If after having followed Step 1, 2 and 3 your issue remains unresolved, you may approach the Insurance Ombudsman for redressal.

Please visit <http://www.gbic.co.in/ombudsman.html> to get details on Insurance Ombudsman Office

The updated grievances redressal procedure shall be provided on the website of the Company and is subject to change in compliance with guidelines/regulations issued by Insurance Regulatory and Development Authority.

6.30 Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Insurer, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

6.31 Claim Settlement:

Insurer will settle the claim under this Policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that Insurer decides to reject a claim made under this Policy, Insurer shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

PRIOR ACT EXCLUSION

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

The Insurer shall not be liable to make any payment for loss in connection with any claim under insurance clause 1.1; 1.3; or extension arising out of, based upon or attributable to a Wrongful Act occurring on or before _____. The Insurer liability for Wrongful Act occur during the period shall be restricted to Limit of Liability stated below

Period		Limit of Liability
From	To	INR in aggregate

The Insurer shall not be liable to make any payment for loss in connection with any claim under insurance clause 1.4 arising out of, based upon or attributable to a Wrongful Act occurring on or before _____. The Insurer liability for Wrongful Act occur during the period shall be restricted to Limit of Liability stated below

Period		Limit of Liability
From	To	INR in aggregate

The Insurer shall not be liable to make any payment for loss in connection with any claim under insurance clause 1.5 arising out of, based upon or attributable to a Wrongful Act occurring on or before _____. The Insurer liability for Wrongful Act occur during the period shall be restricted to Limit of Liability stated below

Period		Limit of Liability
From	To	INR in aggregate

However in any case, Insurer's maximum liability in aggregate will not be more than limit of liability specified in Item no. 5 of Scheduled All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

MAJOR SHARE HOLDER EXCLUSION

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

The Insurer shall not be liable to make any payment for loss in connection with any claim under any insuring clause or extension arising out of, based upon or attributable to any Claim by or on behalf of, whether directly or derivatively, any Major shareholder.

Definitions

For the purpose of above endorsements following definition add in the Policy

Major Shareholder means an individual or group of person acting in concert or entity that owns or controls (whether beneficially, directly or indirectly) the Threshold percentage or more of the issued and outstanding voting share capital of the Organisation.

Threshold percentage means XXXX % All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

OFAC ENDORSEMENT

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay make any payment or provide any benefit hereunder to the extent that the provision of such cover, payment of such loss or provision of such benefit would expose,

the Insurer 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.

All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

ADDITIONAL REGULATORY CRISIS RESPONSE

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

Apart from Official Investigation, the Insurer will pay, as part of the Limit of Liability up to INR _____ for Regulatory Crisis response costs incurred through the Regulatory response team only in response to a Critical regulatory event that does not fall within the definition of Claim or Official Investigation.

For the sole purpose of this endorsement following definitions added to the policy

1. Critical regulatory event

- a raid or on-site visit to any Organisation which first takes place during the Policy period by any official regulator (such as the Securities and Exchange Board of India, Reserve Bank of India or any similar entity organised under the laws of any jurisdiction) that involves the production, review, copying or confiscation of files or interviews of any Insured persons;
- a public announcement relating to the foregoing; or
- the receipt by any Insured during the Policy period from any official regulator of a formal notice which legally compels the Insured to produce documents to, or answer questions by or attend interviews with that regulator.

2. Regulatory crisis response costs

reasonable fees, costs and expenses of the Regulatory response team incurred in responding to a Critical regulatory event.

3. Regulatory response team

any person or entity TBA.

For the sole purpose of this endorsement following condition added to the policy

1. Reporting critical regulatory events

As a condition precedent to cover for Regulatory crisis response costs from any Critical regulatory event, the Critical regulatory event must have been reported to the Insurer as soon as practicable.

All other terms; condition and exclusion with respect to the Policy remains unaltered

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

ASSETS AND LIBERTY COSTS EXTENSION ENDORSEMENT

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

(1) Bail bond and civil bond expenses

The Insurer will pay bail bond and civil bond expenses of each Insured Person incurred directly in connection with a Claim covered under any insurance cover of this policy during the Policy Period.

(2) Damage to reputation

The Insurer will pay the Public relations cost of each Insured Person.

(3) Hearing costs

The Insurer will pay, where permitted by law, the hearing costs of each Insured Person to obtain the discharge or revocation of a court order entered during the Policy Period imposing:

- confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of such Insured Person;
- a charge over real property or personal assets of such Insured Person;
- a temporary or permanent prohibition on such insured person from holding the office of or performing the function of a Director or Officer
- restriction of such Insured Person's liberty to a specified domestic residence or an official detention;

- e) deportation of an Insured Person following revocation of otherwise proper, current and valid immigration status for any reason other than such Insured Person's conviction of a crime; or
- f) extradition of such Insured Person.

Definition

For the purpose of above endorsements following definitions added in the policy

(1) Bail bond and civil bond cost

The reasonable premium (but not collateral) for a bond or other financial instrument to guarantee for up to 12 months an Insured Person's contingent obligation for a specified amount required by a court hearing a Claim for any Wrongful Act.

(2) Court order

- a) an interim or interlocutory court order; or
- b) with respect to any proceeding concerning the deportation or extradition of any Insured Person, any court order; entered against an Insured Person in connection with a Claim against such Insured Person that is covered under any insurance cover of this Policy. Court order shall not include a final order made in the disposition or adjudication of such Claim

(3) Hearing costs

Reasonable legal fees, costs and expenses, incurred by an Insured Person with the prior written consent of the Insurer, to bring legal proceedings.

(4) Official detention

confinement of an Insured Person in secure custodial premises, operated by or on behalf of a governmental or judicial agency in connection with a Claim against such Insured Person and either without charge or without a judicial finding of culpability or liability in that Claim.

(5) Public relations Cost

reasonable fees, costs and expenses of the public relations consultants retained by an Insured Person to mitigate the adverse effect on that Insured Person's reputation from a Claim first made during the Policy Period for any Wrongful Act, by disseminating findings made in a final judicial disposition of that Claim which exonerates the insured person from fault, liability or culpability.

The Insurer's total aggregate liability for cover under this extension is sub-limited to INR XXXXXXXX and it is part of, and not in addition to, the Limit of Liability

All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited (" Insurer") to _____ (" Insured")

CRISIS COMMUNICATION COST COVER

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

it is hereby understood and agreed that if the Insured reasonably considers that urgent action is needed in order to avert or mitigate a Loss for which coverage would apply the Insured shall be entitled to employ the services of independent investigator ("TBA") for that purpose provided that notification has been given to independent investigator independent ("TBA") and that independent investigator ("TBA") have given their written agreement that coverage applies and this shall be deemed to be sufficient notice to Insurer provided that written notice of the Claim or circumstances which may give rise to a Claim together with details of any action taken or to be taken by or in conjunction with independent investigator ("TBA") is given to the Insurer as soon as is reasonably practicable and in any event within 30 days of the Insured first becoming aware of the matter. Any fees or costs reasonably incurred by the Insured for the employment of ("TBA") will be reimbursed by Insurer subject to a maximum limit of liability of INR any one Claim and in the aggregate for all Claims and it is part of, and not in addition to, the Limit of Liability

All other terms; condition and exclusion with respect to the Policy remains unaltered

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited (" Insurer") to _____ (" Insured")

Loss Definition amendment

By way of endorsement to the policy, Insurer and Insured hereby agree as follows:

Definition 2.21 Loss is extended to include any civil and administrative fines and civil penalties awarded against an Insured Person imposed by law, provided that Insurer are not legally prohibited from paying the civil and administrative fines and/or civil and administrative penalties under the law applicable to this Policy, the decision of the Insurer being final and binding in this behalf.

The Insurer's total aggregate liability for cover under this extension is sub-limited to INR XXXXXXX and it is part of, and not in addition to, the Limit of Liability All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

US FOREIGN CORRUPT PRACTICES ACT & UK BRIBERY ACT

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

- I. Definition 2.43 (a) Wrongful Act is amended by adding the following at the end thereof: Solely with respect to an Insured Person, Wrongful Act expressly includes:
- any actual or alleged act, breach of duty, error or omission, that forms the basis of, is connected to or that results in any violation of the Foreign Corrupt Practices Act ("FCPA") of the United States of America;
 - any actual or alleged act, breach of duty, error or omission, that forms the basis of, is connected to or that results in any violation of the UK Bribery Act 2010 ("Bribery Act");

II. Definition 2.21 Loss is amended by adding the following at the end thereof:

Notwithstanding the foregoing paragraph, Loss shall specifically include (subject to this policy's other terms, conditions and limitations, including but not limited to the Conduct Exclusion), civil/administrative penalties assessed against any Insured Person pursuant to Section 78dd – 2(g)(2)(B), Section 78dd – 3(e)(2)(B) or Section 78ff – (c)(2)(B) of the "Foreign Corrupt Practices Act"

The Insurer's total aggregate liability for cover under this extension is sub-limited to INR XXXXXXX and it is part of, and not in addition to, the Limit of Liability All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

TAX LIABILITY EXTENSION

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

Insured Person's Loss arising from their personal liability for unpaid taxes where the Organisation has become insolvent except to the extent that such liability arises from the willful intent of the Insured Person to breach any statutory duty governing the payment of taxes.

The Insurer's total aggregate liability for cover under this extension is sub-limited to INR XXXXXXX and it is part of, and not in addition to, the Limit of Liability All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

PROFESSIONAL SERVICES WITH CARVE BACK TO FAILURE TO SUPERVISE

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

General Exclusion 3.21 "Professional Services" is hereby deleted in its entirety and replaced by the following:

The Insurer shall not be liable to make any payment for loss in connection with any claim under any insuring clause or extension arising out of, based upon or attributable to any Claim to the performance of or failure to perform professional services or related back-office supporting services, or any act, error or omission relating thereto; provided however, that this exclusion shall not be applicable to any derivative or shareholder derivative action Claim against the Insured alleging a failure to supervise those who performed or failed to perform such professional services.

All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

FUTURE OFFERING EXCLUSION

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

The Insurer shall not be liable to make any payment for loss in connection with any Claim under any insuring clause or extension arising out of, based upon or attributable to actual or intended private placement or public offering of any securities.

All other terms; condition and exclusion with respect to the Policy remains unaltered

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

AUDITOR'S QUALIFICATION ENDORSEMENT

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the Insured alleging arising out of, based upon or attributable to the auditors' comments/qualification made in the auditors' report forming part of the annual report for the year ended XXXXX

All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

INSOLVENCY EXCLUSION

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the Insured alleging arising out of, based upon or attributable to any Wrongful Act of any Organisation:

- Which caused, directly or indirectly, wholly or in part, any insolvency event; or
- Committed after the occurrence of an insolvency event; or
- Which results in a Claim to contribute to the assets of any Organisation or to make a payment to
- a creditor, including but not limited to a Wrongful Act as per the provisions of the Provincial Insolvency Act, 1920 or the Presidency Towns Insolvency Act, 1909.

For the purposes of this endorsement only, insolvency event means the Organisation being unable to pay its debts as determined in accordance with the provisions of the Provincial Insolvency Act, 1920 or the Presidency Towns Insolvency Act, 1909.

All other terms; condition and exclusion with respect to the Policy remains unaltered

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

PARENT / GROUP COMPANY EXCLUSION

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the Insured which are brought by or on behalf of the Insured's Parent/ Group Company All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

POLLUTION EXCLUSION WITH CARVE BACK FOR DEFENCE COST

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows: Notwithstanding exclusion (3.17), coverage shall extend to include Defence costs which fall within Non-Indemnifiable Loss; All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

SPECIFIC MATTER ENDORSEMENT I: GENERAL CONDITION REPORTING AND NOTICE AMENDED

General condition 6.29 Reporting and Notice is deleted in its entirety and replace with below

6.32 Reporting and Notice

The General counsel/Risk manager (equivalent position) shall give to the Insurer written notice of any Claim as soon as practicable and, in any event, no later than the expiration date of the Extended Reporting Period, if granted by the Insurer.

If during the Policy Period, or an Extended Reporting Period, if granted, The General counsel/Risk manager (equivalent position) becomes aware of circumstances which could give rise to a Claim and gives written notice of such circumstances to the Insurer then any Claim subsequently arising from such circumstances shall be deemed to have been first made during the Policy Period, or the extended reporting period, in which the written notice was first given by an Insured to the Insurer. With respect to any such subsequent Claim, no coverage under this Policy shall apply to Loss incurred prior to the date such subsequent Claim is actually made.

The Insured shall give to the Insurer such information and co-operation as it may reasonably require, including but not limited to a description of the Claim or circumstances, the nature of the alleged Wrongful Act, the nature of the alleged or potential Loss, the names of actual or potential claimants, and the manner in which the Insured first became aware of the Claim or circumstances.

All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

BODILY INJURY AND PROPERTY DAMAGE EXCLUSION WITH CARVE BACK FOR DEFENCE COST

Exclusion 3.23 "Bodily Injury and Property damage is deleted in its entirety and replaced as below

3.23 Bodily Injury and Property Damage

The Insurer shall not be liable for Loss on account of any claim for bodily injury, sickness, disease or death of any person or damage to or destruction of any tangible property, including Loss of use thereof whether or not it is damaged or destroyed. For clarity, this exclusion shall not apply to

- i. mental anguish, humiliation or emotional distress asserted in an EPL Claim;
- ii. bodily Injury & Property Damage Defence Costs or any Insured Person's Loss in respect of any proceeding for a gross breach of duty causing the death of a person

The Insurer's total aggregate liability is sub-limited to INR XXXX and it is part of, and not in addition to, the Limit of Liability All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

COUNSELLING SERVICES EXTENSION

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

Insurer will pay on behalf of each Insured, all reasonable fees, costs and expenses of an accredited psychiatrist, psychologist or counselor chosen by the Insured at his/her own discretion with the prior written consent of the Insurer, not to be unreasonable withheld or delayed, to treat stress, anxiety or such similar medical conditions resulting from a Claim against, or Inquiry compelling attendance by, such Insured.

Limits offer under this extension is part of, and not in addition to, the Limit of Liability and it will be in excess over any other insurance providing similar cover and indemnification available from any other source.

The Insurer's total aggregate liability for cover under this extension is sub-limited to INR XXXXX per Insured and INR XXXXX in aggregate. All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

MEDICAL MALPRACTICE EXCLUSION

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

The Insurer shall not be liable to make any payment under any insurance Clause or extension arising out of, based upon or attributable to medical or professional Malpractice including but not limited to the rendering of or failure to render medical or Professional service or treatment

All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

INVESTMENT BANKING EXCLUSION

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

Insurer shall not be liable to make any payment for loss in connection with any Claim made against the Insured alleging, arising out of, based upon or attributable to, in whole or in part, any Investment Banking Activity, including but not limited to any disclosure requirements in connection with the foregoing. "Investment Banking Activity" means, but is not limited to, the underwriting, syndicating or promotion of any security or partnership interest in connection with any of the following: any actual, alleged or threatened merger, acquisition, divestiture, tender offer, proxy contest, leveraged buy-out, going private transaction, reorganization (voluntary or involuntary), capital restructuring, recapitalization, spin-offs, primary or secondary offerings of securities (regardless of whether the offering is a public offering or private placement), dissolution or sale of all or substantially all of the assets or stock of a business entity, or effort to raise or furnish capital or financing for any enterprise or entity, or any acquisition or sale of securities by the Broker/Dealer for its own account, or any activity by an Insured as a specialist or market maker (including the failure to make a market) for any securities, or any disclosure requirements in connection with any of the foregoing. Investment Banking also includes the rendering of advice or recommendations or the rendering of a written opinion in connection with any of the foregoing.

All other terms, exclusions and conditions of this policy remain unaltered

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

FINANCIAL INSTITUTION PROFESSIONAL INDEMNITY EXCLUSION

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the Insured, alleging, arising out of, based upon or attributable to the Organizations, or an Insured's performance of professional services for others for a fee, or any alleged act, error or omission relating thereto, including but not limited to, services rendered in the following areas: broker, dealer, financial advisor, investment advisor, investment banker, investment manager, clearing agent, insurance broker, real estate syndicate; or services rendered in the company's Trust Department or as a trustee or other fiduciary or agent for individuals, partnerships, corporations or government bodies; or any function similar to those mentioned above; or any other professional services.

Provided however, that the foregoing exclusion shall not be applicable to any derivative or shareholder class action claim against the insured alleging a failure to supervise those who performed or failed to perform such professional services.

All other terms, exclusions and conditions of this policy remain unaltered

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

Specific Matter Endorsement: CST Endorsement

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

Insured definition 2.14 to be amended to include Chairman, Secretary and Trustee of the company. All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

INTERPRETIVE COUNSEL

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows:

The term Defence Costs expressly includes reasonable costs and expenses incurred by Insured Persons for counsel within their home jurisdiction to interpret and apply advice received from counsel in a foreign jurisdiction in response to any Securities Claim in such other jurisdiction.

All other terms, conditions and exclusions remain unchanged

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited ("Insurer") to _____ ("Insured")

EMPLOYED LAWYER EXTENSION

By way of endorsement to the Policy, Insurer and Insured hereby agree as follows: The definition of insured person is amended to include employed lawyers.

For the purposes of this endorsement employed lawyer means any person admitted to practise law in the relevant jurisdictions in which the Organisation operates, who was, is, or during the Policy period becomes employed by the Organisation as a full-time an salaried lawyer, and while acting in a managerial or supervisory capacity in that Organisation.

However, the Insurer shall not be liable to make any payment under this extension arising out of, based upon, or attributable to legal or professional malpractice of any employed lawyer, including but not limited to the rendering, or failure to render legal or professional service or advice to others for a fee.

All other terms; condition and exclusion with respect to the Policy remains unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited (" Insurer") to _____ (" Insured")

FUTURE OFFERING EXCLUSION WITH CARVE OUT FOR PRIVATE PLACEMENT

The insurer shall not be liable to make any payment under any insurance cover or extension arising out of, based upon or attributable to the actual or intended public offering of any securities.

However, in the event of any private placement or public offering, the insurer may consider in its sole discretion the removal of this exclusion subject to the policyholder:

- (i) providing the insurer with such information as the insurer may require to evaluate and assess any additional exposure; and
- (ii) accepting any amendments to the terms and conditions of this policy and agreeing to pay any additional premium charged by the insurer. Except that this exclusion shall not apply to private placement which takes place after inception of this policy. Any removal of this exclusion must be by written endorsement to this policy expressly deleting this exclusion. All other terms, conditions and exclusions of this policy shall remain unaltered.

This Endorsement is Effective from _____ and forms a part of the policy no XXXXXXXXXXXXXXXXXXXX Issued by IndusInd General Insurance Company Limited (" Insurer") to _____ (" Insured")

CRISIS MANAGEMENT COVERAGE

It is hereby understood and agreed that this policy is amended to provide Crisis Management Coverage pursuant to the terms and conditions set forth below: -

- (i) Additional Insuring Clause: -

Crisis Management Coverage

The insurer shall pay the Crisis Management Loss of the Insured Organisation arising from a Crisis Management Event first commencing during the Policy Period, up to the amount of the Crisis Management Fund.

- (ii) Section 3, Exclusions: Applicable to All Insuring Contracts, shall not be applicable to Crisis Management Loss.

- (iii) General Condition 6.14, Limit of Liability and Deductible, is amended by the addition of the following:

The limit of the Insurer's liability for Crisis Management Loss arising from all Crisis Management Events occurring during the Policy Period, in the aggregate, shall be the amount set forth as the Crisis Management Fund. This limit shall be the maximum limit of the insurer under this policy regardless of the number of Crisis Management Events occurring during the Policy Period. Provided, however, that this single Crisis Management Event(s) limit shall be part of and not in addition to the Limit of Liability stated in Item 5 of the Declarations, which shall in all events be the maximum liability of the Insurer for all loss under this policy.

- (iv) There shall be no Deductible amount applicable to Crisis Management Loss, and the Insurer shall pay such Loss from first dollar subject to the other terms and conditions of this endorsement.

- (v) An actual or anticipated Crisis Management Event shall be reported to the Company as soon as practicable but in no event later than thirty (30) days after the Insured Organisation first incurs Crisis Management Loss for which coverage will be requested under this endorsement.

- (vi) General Condition 6.13, Defence and Settlement, shall have no application to Crisis Management Events.

There shall be no requirement for the Insured Organisation to obtain prior written approval of the Insurer before incurring any Crisis Management Loss, provided that the Crisis Management Firm selected by the Insured Organisation to perform the Crisis Management Services has been approved by Insurer.

DEFINITIONS

For the purposes of this endorsement, the following definitions shall apply:

- (i) **Material Effect on the Company's Common Stock Price** shall mean, within a period of 24 hours, the price per share of the Company's common stock decreasing by the greater of (Rs 250) per share or 10% net of the change in the Standard & Poor's CNX Nifty Index.
- (ii) **Crisis Management Event** shall mean:
 - (a) One of the following events which, in the opinion of the Chief Financial Officer of the Insured Organisation, such opinion being made in good faith of having regard to all the circumstances did cause or is reasonably likely to cause, a Material Effect on the Insured Organisation's Common Stock Price :
 - (1) **Negative earning or sales announcement**
The public announcement of the Insured Organisation's past or future earnings or sales, which is substantially less favorable than any of the following : (i) the Insured Organisation's prior year's earnings or sales for the same period, (ii) the Insured Organisation's prior public statements or projections regarding earnings or sales for such period, or (iii) an outside securities analyst's published estimate of the Insured Organisation's earnings or sales.
 - (2) **Loss of patent, trade mark or copyright or major customer or contract**
The public announcement of an unforeseen loss of (i) the Insured Organisation's intellectual property rights for a patent, trade mark or copyright, other than by expiration; (ii) a major customer or client of the Insured Organisation; or (iii) a major contract with the Insured Organisation.
 - (3) **Product recall or delay**
The public announcement of the recall of a major product of the Insured Organisation or the unforeseen delay in the production of a major product of the Insured Organisation.
 - (4) **Mass tort**
The public announcement or accusation that the Insured Organisation has caused the bodily injury, sickness, disease, death or emotional distress of a group of persons, or damage to or destruction of any tangible group of properties, including the loss of use thereof.
 - (5) **Employee layoffs or loss of key executive officer(s)** The public announcement of employee layoffs, or the death or resignation of one or more key executive officer(s) of the Insured Organisation.
 - (6) **Restatement of financial statement** The public announcement of a restatement of the Insured Organisation's previously filed financial statements.
 - (7) **Elimination or suspension of dividend**
The public announcement of the elimination or suspension of a regularly scheduled dividend previously being paid by the Insured Organisation.
 - (8) **Write-off of assets**
The public announcement that the Insured Organisation intends to write off a material amount of its assets.
 - (9) **Debt restructuring or default**
The public announcement that the Insured Organisation has defaulted or intends to default on its debt or intends to engage in a debt restructuring.
 - (10) **Bankruptcy/Insolvency**
The public announcement that the Insured Organisation intends to file for bankruptcy/insolvency protection or that a third party is seeking to file for involuntary bankruptcy/insolvency on behalf of the Insured Organisation; or the imminence of bankruptcy/insolvency proceedings, whether voluntary or involuntary.
 - (11) **Governmental or regulatory litigation**
The public announcement that the commencement or threat of commencement of litigation or governmental or regulatory proceedings against the Insured Organisation.
 - (12) **Other**
Any other event previously consented to by Company which, in the opinion of the Chief Financial Officer of the Insured Organisation, such opinion being made in good faith and having regard to all the circumstances, did cause or is reasonably likely to cause, a Material Effect on the Insured Organisation's Common Stock Price, but only if such event is specifically scheduled by written endorsement to the policy.

(b) Unsolicited takeover bid

An unsolicited written offer or bid by any person or entity other than an Insured Organisation or any affiliate of any Insured Organisation, whether publicly announced or privately made to a director or executive officer of the Insured Organisation, to effect an acquisition (as stated in section 15 of the policy) of the Insured Organisation.

Provided, however, that the term Crisis Management Event shall not include any event relating to: -

- (1) any claim which has been reported, or any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (2) any pending or prior litigation as of to follow Item 11 of Schedule;
- (3) the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants; provided however, the foregoing shall not apply if the policy contains any endorsement modifying or deleting, in part or in whole, exclusion 3.17 of the policy;
- (4) the hazardous properties of nuclear materials; provided, however, the foregoing shall not apply to any Crisis Management Event arising from the ownership of, operation of, construction of, management of, planning of, maintenance of or investment in any nuclear facility.

The descriptions in the headings of the Crisis Management Events are solely for convenience and form no part of the terms and conditions of coverage.

For the purpose of this endorsement, a Crisis Management Event shall first commence when the Insured Organisation or any of its directors or executive officers shall first become aware of the event and shall conclude at the earliest of the time when the Crisis Management Firm advises the Insured Organisation that the crisis no longer exists or when the Crisis Management Fund has been exhausted.

- (iii) Crisis Management Firm shall mean any public relations firm, crisis management firm or law firm hired by the Insured Organisation or its directors, officers or employees to perform Crisis Management Services in connection with the Crisis Management Event which has been consented to by the Company, the consent for which shall not be unreasonably withheld.
- (iv) Crisis Management Fund shall mean INR #####
- (v) Crisis Management Loss shall mean the following amounts incurred during the pendency of or within 90 days prior to and in anticipation of, the Crisis Management Event, regardless of whether a Claim is ever made against an Insured arising from the Crisis Management Event and, in the case where a Claim is made, regardless of whether the amount is incurred prior to or subsequent to the making of the Claim: -
 - (a) Amounts for which the Insured Organisation is legally liable for the reasonable and necessary fees and expenses incurred by a Crisis Management Firm in the performance of Crisis Management Services for the Insured Organisation arising from a Crisis Management Event; and
 - (b) Amounts for which the Insured Organisation is legally liable for the reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the Insured Organisation or the Crisis Management Firm, in connection with the Crisis Management Event.
- (vi) Crisis Management Service means those services performed by a Crisis Management Firm in advising the Insured Organisation or any of its directors, officers or employees on minimizing potential harm to the Insured Organisation arising from the Crisis Management Event, including but not limited to maintaining and restoring investor confidence in the Insured Organisation.

Subject otherwise to the terms, conditions and exclusions of this Policy.

GRIEVANCES

If the Policyholder has a grievance that the Policyholder wishes the Company to redress, the Policyholder may contact the Company with the details of his grievance through:

Website	: www.indusindinsurance.com
e-mail	: services@indusindinsurance.com
Telephone	: 022 4890 3009 (paid)
Post/Courier	: Any branch office, the correspondence address, during normal business hours
Write to us at	: IndusInd General Insurance,
(Correspondence Only)	: Correspondence Unit, 301-302, Corporate House RNT Marg, Opp. Jhabua Tower, Indore, Madhya Pradesh, India – 452001

For further details on Grievance redressal procedure please refer: <https://www.indusindinsurance.com/Insurance/About-Us/Grievance-Redressal.aspx>

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

OMBUDSMAN OFFICE	
Jurisdiction	Office Address
Gujarat, Dadra & Nagar Haveli, Daman and Diu.	AHMEDABAD - Shri Kuldip Singh Gujarat, Dadraurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka	BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in
Madhya Pradesh Chattisgarh	BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in
Orissa	BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461/2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017 Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry) Chennai	CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in

Delhi	DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry	HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in
Rajasthan	JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in
Kerala, Lakshadweep, Mahe-a part of Pondicherry	ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in
West Bengal, Sikkim, Andaman & Nicobar Islands	KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in
Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang,	LUCKNOW - Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in


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IRDAI Registration No. 103 IndusInd General Insurance Company Limited (Formerly known as Reliance General Insurance). An ISO 9001:2015 Certified Company For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300. IndusInd Directors' and Officers' Liability Policy. UIN No.: IRDAN103CP0005V02200910. IGI/MCOM/CO/IDOLP/PW/Ver. 1.0/230226.


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Goa, Mumbai, Metropolitan Region excluding Navi Mumbai & Thane	MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur	NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in
Bihar, Jharkhand	PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030 Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.giccouncil.in, our website www.indusindinsurance.com