



DIRECTORS AND OFFICERS LIABILITY INSURANCE

1. Scope of Cover

1.1. Directors & Officers

The INSURER will pay to or on behalf of an INSURED any LOSS arising from any CLAIM first made against them during the POLICY PERIOD.

1.2. COMPANY Reimbursement The INSURER will pay to or on behalf of the COMPANY any LOSS arising from any CLAIM first made against an INSURED during the POLICY PERIOD to the extent the COMPANY has indemnified such INSURED in respect of such LOSS in a legally permitted way.

1.3. LEGAL REPRESENTATION COSTS

The INSURER will pay to or on behalf of an INSURED any LEGAL REPRESENTATION COSTS arising from an INQUIRY first made during the POLICY PERIOD. The INSURER will pay up to the sublimit specified in the policy.

2. Extensions

2.1. Automatic New SUBSIDIARY Cover If during the POLICY PERIOD the COMPANY acquires or creates a new SUBSIDIARY then that legal entity shall be covered as a SUBSIDIARY under this policy with effect from the date of acquisition or creation unless at the time of such acquisition, the legal entity is:

- Domiciled in or has any of its SECURITIES listed on any exchange in the United States of America or Canada, its territories and possessions and any state or political subdivision thereof;
- A FINANCIAL INSTITUTION;
- Assets greater than the Acquisition Threshold in Item 8 of the Schedule; in which case the COMPANY shall provide the INSURER with full information, pay any additional premium and agree any amendment to the provisions requested by the INSURER to obtain cover as a SUBSIDIARY for such legal entity.

2.2. New Offering of SECURITIES : If during the POLICY PERIOD the COMPANY issues or proposes the sale or allocation of SECURITIES that does not exceed the amount specified in Item 7 of the Schedule then the INSURER shall cover for such under this policy; if the sale or allocation exceeds the amount specified in Item 7 of the Schedule then the COMPANY shall provide the INSURER with full information in respect of the said SECURITIES and pay any additional premium and agree any amendment to the provisions requested by the INSURER to obtain cover for such under this policy.

3. Definitions

Words in capitals within the policy have the following meanings:

3.1. CLAIM

- Written demands, civil or criminal proceedings, regulatory or administrative proceedings against an INSURED for a WRONGFUL ACT;
- Official investigation into the conduct of an INSURED solely in his capacity as an INSURED; or - INQUIRY

3.2. COMPANY: The POLICYHOLDER and any SUBSIDIARY thereof.

3.3. COVERAGE TERRITORY: Territory stated in Item 9 of the Schedule.



3.4. DEDUCTIBLE: The amount specified in Item 5 of the Schedule. For the purposes of determining the applicable DEDUCTIBLE, the COMPANY shall be deemed to have indemnified an INSURED to the extent that it is permitted to do so. In the event that the COMPANY does not indemnify an INSURED where it is permitted to do so, the DEDUCTIBLE shall not apply to the INSURED but shall be payable by the COMPANY to the INSURER on demand.

3.5. DEFENCE COSTS: - All fees and legal expenses including disbursements, reasonably incurred by or on behalf of an INSURED in the investigation, defence and settlement of CLAIMS and appeals thereof; and LEGAL REPRESENTATION COSTS.

DEFENCE COSTS shall not include overhead or benefit expenses associated with salaries, wages and fees of an INSURED.

3.6. DISCOVERY PERIOD: An optional period of twelve (12) months immediately after the expiry date of the POLICY PERIOD, during which written notice may be given to the INSURER of a CLAIM first made during the DISCOVERY PERIOD in respect of WRONGFUL ACTS prior to the expiry date of the POLICY PERIOD.

3.7. EMPLOYMENT PRACTICE LIABILITY: Solely relating to past, present or prospective employees of the COMPANY: unfair or wrongful dismissal, termination or discharge of employment, either actual or constructive; harassment; discrimination; retaliation, including lockouts; employment related misrepresentations to an employee or applicant for employment; employment related humiliation, defamation or invasion of privacy; wrongful failure to employ or promote; or, wrongful deprivation of career opportunity.

3.8. FINANCIAL INSTITUTION: Any organization whose function or principle activities are regulated by the Reserve Bank of India (RBI), or similar financial regulatory bodies in the territories in which the organization operates, including but not limited to: any bank, clearing house, depository institution, investment firm, investment advisor, investment manager, investment fund, mutual fund, stock broker, mortgage broker, credit institution, asset manager, private equity or venture capital company, insurance company or real estate investment trust.

3.9. INQUIRY: A regulatory or administrative investigation into the conduct of the COMPANY in which an INSURED'S participation is legally required.

3.10. INSURED: Any natural person who was/is or who during the POLICY PERIOD becomes:

- Director, Officer, Non-Executive Director or de facto Director of the COMPANY or the equivalent in any other jurisdiction;
- Director, Officer, or equivalent of an OUTSIDE ENTITY who has been specifically asked to become a Director, Officer or equivalent of that entity by the COMPANY;
- Lawful spouse of any INSURED where recovery is sought solely because joint property is held or owned by or on behalf of the spouse. There is no cover for any CLAIM that alleges a WRONGFUL ACT by the spouse;
- Legal representatives, heirs, assigns or estates of an INSURED in the event of his death, incapacity, insolvency or bankruptcy for the WRONGFUL ACTS of such INSURED;
- Employee of the COMPANY who carries out a managerial or supervisory function for the COMPANY;
- Employee of the COMPANY who is joined as a party to any action against any person defined above;
- Trustee of trust fund, pension scheme, profit-sharing scheme or employee benefits scheme established and maintained by the COMPANY solely for the benefit of employees of



the COMPANY. INSURED shall not include liquidators, receivers, insolvency practitioners or external auditors.

3.11. **WRONGFUL ACT:** Any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, libel, slander, defamation, negligence, breach of warranty of authority, breach of fiduciary duty or any other act by an INSURED acting in their capacity as such or any matter claimed against an INSURED solely because of such capacity. WRONGFUL ACT includes actual or alleged EMPLOYMENT PRACTICE LIABILITY.

3.12. **LEGAL REPRESENTATION COSTS:** All fees and legal expenses including disbursements, reasonably incurred by or on behalf of an INSURED for representation at an INQUIRY.

3.13. **LIMIT OF LIABILITY:** The amount specified in Item 4 of the Schedule.

3.14. **LOSS:** Any amounts which an INSURED is legally liable to pay for settlements, awards for damages, awards of costs and DEFENCE COSTS.

LOSS shall not include punitive or exemplary damages; fines; penalties; the multiplied portion of multiple damages; taxes; or, other liabilities which are uninsurable.

3.15. **MERGER OR ACQUISITION:** The acquisition of the COMPANY by or the merger or consolidation of the COMPANY with another entity, or entities acting in concert, who have ownership or a controlling interest of 50% or more of the share capital or outstanding SECURITIES representing the right to vote for the election of board members such that the COMPANY is not the surviving entity.

3.16. **NOTIFICATION:** Written notice by an INSURED of any CLAIM or circumstances which reasonably could be expected to give rise to a CLAIM reported to the INSURER at the address specified in Item 2 of the Schedule. The notice must include the persons, dates and acts involved and the reasons for anticipating any CLAIM.

3.17. **OUTSIDE ENTITY:** Any organisation, association, or entity during any time in which the COMPANY owns, on or after the inception date of the POLICY PERIOD, between 20% and 50% of the issued and outstanding shares. Provided however, that OUTSIDE ENTITY shall not include:

- any organisation, association or entity listed or traded on an exchange outside of India;
- any organisation, association or entity incorporated, domiciled, resident in the the United States of America, or Canada its territories and possessions and any state or political subdivision thereof;
- incorporated outside the COVERAGE TERRITORY; or - any FINANCIAL INSTITUTION.

3.18. **POLICYHOLDER:** The organisation specified in Item 1 of the schedule.

3.19. **POLICY PERIOD:** The period specified in Item 3 of the Schedule.

3.20. **POLLUTANTS:** Any substance, solid, liquid, gaseous, thermal, irritant or contaminant including, but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals, air emissions, odour, waste water, oil, oil products, medical waste, asbestos or asbestos products, fungus, mycota or byproducts, lead or lead containing products, waste materials. Waste materials include but are not limited to recycled, reconditioned or reclaimed and nuclear materials.

3.21. **SECURITIES:** Any bonds, debentures, notes, shares, stocks or other equity or debt security, certificates of interest or participation in, receipts for, warrants or other rights to subscribe to or purchase, voting trust certificates or certificates of deposit.

3.22. **SUBSIDIARY:** Any legal entity incorporated within the COVERAGE TERRITORY that is controlled directly or indirectly by the POLICY HOLDER through ownership or control of more than 50% of the issued shares capital or more than half the voting rights of that legal entity, or where the POLICYHOLDER controls the composition of the board of directors of



that legal entity, including any organisation whose financial accounts are incorporated within those of the POLICYHOLDER by virtue of accounting standards of the Generally Accepted Accounting Principles (GAAP), India and/or The Institute of Chartered Accountants of India.

4. Exclusions

The INSURER shall not be liable for LOSS on account of any CLAIMS:

4.1. Behaviour Arising from, based upon or attributable to:

- a WRONGFUL ACT committed by the INSURED with the knowledge that it was in breach of any statute, contract, duty or other legal obligation; or
- the INSURED gaining any personal profit, remuneration or advantage to which they were not legally entitled.

This exclusion shall only apply to an INSURED if it is established by a final decision of a court, Tribunal, arbitrator or regulator or by an admission of the INSURED, that such INSURED was guilty of such behaviour.

4.2. ERISA: For any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act, 1974 (USA) and amendments thereto.

4.3. Bodily injury and property damage For bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused or damage to or destruction of any tangible property including loss of use thereof.

This exclusion shall not apply to:

- any CLAIMS for mental anguish or emotional distress or disturbance alleging an EMPLOYMENT PRACTICE LIABILITY; or
- DEFENCE COSTS arising from any criminal proceedings against an INSURED for occupational or workplace health and safety legislation, including but not limited to involuntary manslaughter or gross negligence manslaughter in relation to the business of the COMPANY.

4.4. Pollution: Arising from, based upon or attributable to the actual, alleged or threatened discharge, dispersal, release or escape of POLLUTANTS into or upon land, the atmosphere or any water course or body of water, whether such discharge, dispersal, release or escape is intentional or accidental including any request or direction to clean up, remove, test, monitor, contain, treat, detoxify or neutralise POLLUTANTS.

This exclusion shall not apply to:

- any CLAIM brought or maintained by a SECURITIES holder or group of SECURITIES holders of the COMPANY directly or derivatively without the solicitation, voluntary assistance, or participation of any INSURED; or
- DEFENCE COSTS where the incident and proceeding is brought or maintained entirely outside the jurisdiction of the United States of America or Canada, its territories and possessions and any state or political subdivision thereof.

The LIMIT OF LIABILITY that the INSURER shall be liable to pay in aggregate per POLICY PERIOD in relation to such a CLAIM is limited to the amount specified in Item 4.1 Pollution Costs of the Schedule.

4.5. INSURED versus INSURED: Brought or maintained against an INSURED by, on behalf of or at the instigation of the COMPANY, any INSURED, OUTSIDE ENTITY or its Directors or Officers.

This exclusion shall not apply to:



- any CLAIM brought or maintained by an INSURED alleging an EMPLOYMENT PRACTICE LIABILITY;
- any CLAIM brought or maintained by an insolvency practitioner or the equivalent in any other jurisdiction, either directly or derivatively, without the instigation, assistance or participation of any INSURED or OUTSIDE ENTITY'S Directors or Officers;
- any CLAIM brought or maintained by an INSURED for contribution or indemnity if the CLAIM directly results from another CLAIM covered under this policy;
- any CLAIM brought or maintained by way of shareholder derivative action on behalf of the COMPANY or OUTSIDE ENTITY, which is brought without the solicitation, assistance, participation or co-operation of an INSURED or any OUTSIDE ENTITY'S Directors or Officers unless legally required to do so; - any CLAIM brought or maintained by a former INSURED.

4.6. Major Shareholder: Any CLAIM by or at the behest of any person or entity that at the time such CLAIM is first made owns or controls 15% or more of the outstanding SECURITIES representing the present right to vote for the election of directors of the COMPANY.

4.7. Professional Services: Arising from, based upon or attributable to the COMPANY or an INSURED'S performance of or failure to perform professional services to a third party. This exclusion shall not apply to any CLAIM brought or maintained by a SECURITIES holder or group of SECURITIES holders of the COMPANY directly or derivatively without the solicitation, voluntary assistance, or participation of any INSURED.

5. How the Policy Works

5.1. Severability: No fact pertaining to or knowledge possessed by one INSURED shall be imputed to any other INSURED.

5.2. LIMIT OF LIABILITY: The LIMIT OF LIABILITY is the aggregate limit of the INSURER'S liability in respect of all LOSS payable for all insurance covers and extensions. Each sublimit of liability specified in Item 4.1. of the Schedule is an aggregate limit and is the maximum LOSS the INSURER will pay. Each sublimit of liability is part of and not in addition to the LIMIT OF LIABILITY.

5.3. Defence and settlement: It shall be the duty of each INSURED to defend CLAIMS. In respect of CLAIMS brought or maintained against an INSURED by, on behalf of or at the instigation of the COMPANY, any INSURED, OUTSIDE ENTITY or its Directors or Officers, the INSURER shall have the right to control the investigation, defence and settlement of such CLAIMS.

Any incurring of DEFENCE COSTS shall be subject to prior written approval by the INSURER. Such approval shall not be unreasonably withheld or delayed.

The INSURER will pay DEFENCE COSTS to or on behalf of the INSURED on an as incurred basis prior to final disposition or adjudication of any CLAIM. If at any time a CLAIM is withdrawn or is established not to be covered under this policy or is found to be excluded under this policy then all such DEFENCE COSTS must be returned to the INSURER upon demand.

The INSURED shall assert all appropriate defences and cross claims for contribution, indemnity or damages. The INSURED shall not admit liability for or settle or attempt to settle any CLAIM without the written consent of the INSURER, such consent shall not be unreasonably withheld or delayed. The INSURER will not be liable for any settlement, agreement or assumed obligation to which it has not consented in writing. The INSURED shall at its own cost and in a timely fashion provide to the INSURER all information and assistance as it may reasonably require.



5.4. Allocation: If an INSURED incurs LOSS in respect of a CLAIM which includes both covered and non-covered matters or which is made against both covered and non-covered parties then the INSURED and the INSURER shall use their best efforts to agree upon a fair and proper allocation of the proportion of the LOSS covered hereunder, having regard to the relative legal and financial exposures. Only LOSS incurred by an INSURED and in the case of DEFENCE COSTS directly attributable to the defence of an INSURED is covered hereunder.

5.5. DISCOVERY PERIOD: If either the POLICYHOLDER or the INSURER fail to renew this policy, for whatever reason other than non-payment of premium, the POLICYHOLDER shall have the right to a DISCOVERY PERIOD provided that:

- written notice is given to the INSURER of the elected DISCOVERY PERIOD within 30 days of the expiry date of the POLICY PERIOD; and
- the additional premium of 50% of the annual premium is paid within 30 days of the expiry date of the POLICY PERIOD and such premium shall be fully earned at inception of the DISCOVERY PERIOD; and
- there is no MERGER OR ACQUISITION during the POLICY PERIOD.

Any CLAIM made during the DISCOVERY PERIOD shall be considered made during the POLICY PERIOD.

5.6. SUBSIDIARY Cover: In the event a legal entity becomes a SUBSIDIARY, this policy shall only apply to WRONGFUL ACTS committed after the effective date it becomes a SUBSIDIARY. In the event a legal entity ceases to be a SUBSIDIARY, this policy shall only apply to WRONGFUL ACTS committed prior to the effective date it ceases to be a SUBSIDIARY.

5.7. MERGER OR ACQUISITION: In the event of MERGER OR ACQUISITION this policy shall only apply to WRONGFUL ACTS committed prior to the effective date of such MERGER OR ACQUISITION.

5.8. Prior CLAIMS and Prior Proceedings: Any CLAIMS reported and / or circumstances notified to a Directors & Officers or Management Liability policy which incepted prior to the inception date of the POLICY PERIOD of this policy and any civil or criminal proceedings, regulatory or administrative proceedings, official, regulatory or administrative investigation or arbitration which existed at the inception date of the POLICY PERIOD or initial inception date of a Directors & Officers or Management Liability policy which has been successively renewed with the INSURER are not covered.

5.9. CLAIMS Series: All CLAIMS and notified circumstances arising from the same originating cause constitute a series and so one CLAIM. The date of such CLAIM shall be the date of the first CLAIM of the series or the date of first notification of a circumstance to a Directors & Officers or Management Liability policy or the commencement date of the first proceeding.

5.10. Other Insurance: If, at the time of any CLAIM, there is, or but for the existence of this policy would be, any other policy of indemnity or insurance in favour of or effected by or on behalf of the INSURED applicable to such CLAIM, then the INSURER shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

5.11. Assignment: This policy and any rights hereunder cannot be assigned without the written consent of the INSURER.

5.12. Subrogation: In the event of payment under this policy, the INSURER shall be subrogated to all of the INSURED'S rights of recovery in respect of such payment. In addition, the INSURED shall execute all and any documentation and undertake any action necessary to enable the INSURER to bring an action or suit in the name of the INSURER or the



INSURED. Any recovery received shall first be applied against any payment made by the INSURER with any balance remaining thereafter being remitted to the INSURED.

5.13. Representation: Only the POLICYHOLDER shall represent the COMPANY and each INSURED in respect of all matters of any nature relating to or affecting this policy; including and not limited to, the election of the DISCOVERY PERIOD, the payment of premiums, any return premiums that may become due under this policy, the requesting and the receiving and acceptance of any endorsement to this policy.

With regard to CLAIMS, the POLICYHOLDER shall represent the COMPANY and each INSURED in the provision of NOTIFICATION and the submission of any dispute to arbitration, unless the COMPANY has a conflict of interest with an INSURED, in which case such INSURED shall represent themselves.

Where the POLICYHOLDER is in insolvent liquidation each SUBSIDIARY and each INSURED shall represent themselves in respect of all matters of any nature relating to or affecting this policy, including CLAIMS.

5.14. Geographical Scope: Where legally permissible and subject to all terms and conditions of this policy, this policy shall apply to any claim made within the COVERAGE TERRITORY or made according to the laws of the COVERAGE TERRITORY.

5.15. Governing Law: This policy shall be governed exclusively by and construed in accordance with the laws of India.

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

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

5.17. Cancellation: This policy may be cancelled by or on behalf of the INSURER by giving the INSURED at least 15 days written notice and in such event the INSURER shall refund to the INSURED a pro-rata premium for the unexpired Policy Period. For the avoidance of doubt, the INSURER shall remain liable for any CLAIM which was made prior to the date upon which this insurance is cancelled. This policy may be cancelled by the INSURED at any time by giving at least 7 days written notice to the INSURER. The INSURER will refund premium according to the INSURER'S Short Period Rates set out below:

Table of Short Period Rates

Period of Risk	Amount of Premium to be Retained by the INSURER
Up to 1 month	1/8th of the Annual Premium
1 month and above, up to 2 months	2/8th of the Annual Premium
2 months and	



above, up to 3 months	3/8th of the Annual Premium
3 months and above, up to 4 months	4/8th of the Annual Premium
4 months and above, up to 5 months	5/8th of the Annual Premium
5 months and above, up to 6 months	6/8th of the Annual Premium
6 months and above, up to 7 months	7/8th of the Annual premium
7 months and above	Full Annual Premium

No refund of premium shall be due if the INSURED has made a CLAIM under this policy.

5.18. Rights to the Policy: This policy is not intended to confer any directly enforceable benefit upon any third party other than the COMPANY or an INSURED and no other third party shall acquire any rights in relation to this policy.

6. Duties of the INSURED

6.1. CLAIM Reporting: The INSURED shall provide NOTIFICATION as soon as practicable and in any event within 30 days of the expiry date of the POLICY PERIOD or DISCOVERY PERIOD if elected.

Any CLAIM that arises after the expiry date of the POLICY PERIOD from a circumstance, which was reported by NOTIFICATION to the INSURER in accordance with this policy during the POLICY PERIOD, shall be deemed to have been made at the same time as the NOTIFICATION of such circumstance.

6.2. New SUBSIDIARY Reporting: If during the POLICY PERIOD the COMPANY acquires or creates a new SUBSIDIARY the COMPANY shall provide the INSURER with full information in respect of that SUBSIDIARY as required by Extension 2.1.

6.3. Offering of SECURITIES Reporting: If during the POLICY PERIOD the COMPANY issues or proposes the sale or allocation of SECURITIES the COMPANY shall provide the INSURER with full information in respect of said SECURITIES as required by Extension 2.2.

7. Resolving Issues

If the INSURED is dissatisfied with the service received from the INSURER, then the following procedure may be followed for resolving issues. The INSURED shall include the policy number in any communication with the INSURER as this will help the INSURER to deal with the issues more efficiently. If the INSURED is not having the policy number, the Branch Office of the INSURER can be contacted.

First Step

Initially, the INSURED shall contact the Branch Manager/ Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, it is hoped the issue can be resolved to the satisfaction of the INSURED at the earlier stage itself. But if the INSURED feels dissatisfied with the suggested resolution of the issue after contacting the local office, an e-mail can be sent to the Insurance Ombudsman.