

DIRECTORS & OFFICERS INSURANCE POLICY- RETAIL
POLICY WORDING

REGISTERED & CORP OFFICE:

Universal Sampo General Insurance Company Limited:

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IRDAI Registration Number:134

CIN: U66010MH2007PLC166770

In consideration of the payment of premium and based on the information contained in the Proposal and all other documents accompanying it, Universal Sampo General Insurance Company Ltd. (hereinafter referred to as the **Insurer**) agrees, subject to all the terms and conditions of the **policy**, to provide coverage as follows:

Section 1: INSURING CLAUSES

1.1 Insured Person's Cover

The **insurer** shall pay on behalf of the **insured persons** any **loss** resulting from a **claim** first made against the **insured persons** and reported to the **Insurer** during the **policy period**, for a **wrongful act**, except for **loss** which the **company** has paid on behalf of the **insured persons** as indemnification

1.2 Company Reimbursement Cover

The **insurer** shall reimburse the **company** any **loss** which the **company** is required or permitted to pay as indemnification to any of the **insured persons** resulting from a **claim** first made against the **insured persons** and reported to the **Insurer** during the **policy period**, for a **wrongful act**.

1.3 Securities Entity Cover

The **insurer** shall pay the **loss** of the **company** resulting from any **claim** first made against the **company** and reported to the **Insurer** during the **policy period**, alleging a **company wrongful act**.

1.4 Employment Practice Liability Entity Cover

The **insurer** shall pay the **loss** of the **company** resulting from any **claim** first made against the **company** and reported to the **Insurer** during the **policy period** alleging an **employment practice wrongful act**.

1.5 Outside Directorship Cover

The **insurer** shall reimburse or pay on behalf of any **outside director**, or the **company** in the event it indemnifies such **outside director**, **loss** resulting from a **claim** first made against them and reported to the **insurer** during the **policy period**, for a **wrongful act** or **employment practices wrongful act**, in their capacity as an **outside director**.

Section 2: AUTOMATIC EXTENSIONS

The automatic extensions are subject to the Insuring Clauses and all other terms and conditions of this **policy**.

2.1 Additional Excess Protection for Non-Executive Directors

In addition to the cover provided under this policy to **non-executive directors** as **insured persons**, in the event that:

- (a) the **limit of liability** of this policy;
 - (b) all other applicable directors and officers or management liability insurance, whether or not specifically written as excess over the **limit of liability** of this policy; and
 - (c) all other sources of indemnification for **loss** available to any **non-executive director**;
- have been exhausted, the **insurer** shall pay the **loss** of **non-executive directors** arising out of a **claim** first made against them and reported to the **insurer** during the **policy period**, for a **wrongful act**.

The total amount the **insurer** agrees to pay under this extension for each **non-executive director** shall not exceed the amount stated in *Item 5* of the schedule to this **policy**, and this shall be further subject to the aggregate listed therein for all **non-executive directors** during the **policy period**.

2.2. Advance Payment of Defence Costs

The **insurer** agrees that, where it is not yet determined whether an **insured** is entitled to the cover set out in this **policy**, the **insurer** will still advance **defence costs** on behalf of that **insured** within 30 days of being invoiced for them by defence counsel.

Such **defence costs** advanced on behalf of an **insured** who is not entitled to the cover set out in this **policy**, must be repaid to the **insurer**.

2.3. Bail Bond and Civil Bond Expenses

The **insurer** shall pay the reasonable fees, costs and expenses necessarily incurred by an **insured person** with the prior written consent of the **insurer** in connection with any **bail bond and civil bond expenses** first incurred during the **policy period**

The total amount the **insurer** agrees to pay under this extension for all **civil and bail bond expenses** payable on behalf of all **insureds**, shall not exceed the sub-limit stated under *Item 4* of the schedule to this **policy**.

2.4. Civil Fines and Penalties

The **insurer** shall pay any civil fines and penalties resulting from a **claim** first made against the **insured persons** and reported to the **insurer** during the **policy period**, for a **wrongful act**, unless uninsurable as a matter of applicable law.

The total amount the **insurer** agrees to pay under this extension for all civil fines and penalties payable on behalf of all **insureds**, shall not exceed the sub-limit stated under *Item 4* of the schedule to this **policy**.

2.5. Crisis Consultant Costs

The **insurer** shall pay **crisis consultant costs**, necessarily incurred by the **insured persons** with the prior written consent of the **insurer**, in order to contain or limit potentially adverse effects including negative publicity following a **crisis event**, resulting from a **claim** first made against them and reported to the **insurer** during the **policy period**, or from circumstances which could reasonably give rise to a **claim**.

This extension of cover shall apply regardless of whether a **claim** is ever made against an **insured person** arising from such **crisis event** and, in the case where such a **claim** is made, regardless of whether the amount is incurred prior to or subsequent to the making of the **claim**.

The total amount the **insurer** agrees to pay under this extension for all **insured persons**, shall not exceed the sub-limit stated under *Item 4* of the schedule to this **policy**.

2.6. Continuous Cover

Where any **insured**:

- i. first knew, or ought reasonably to have known, on or after the **continuity date**
- ii. of any **claim** or circumstance that could give rise to a **claim**; and

- iii. did not give notice of that **claim** or circumstance under any previous insurance providing directors' and officers' liability cover on or after the **continuity date** as shown on the Schedule; and
 - iv. gives notice of that **claim** or circumstance to the **insurer** during the **policy period**.
- The **insurer** agrees not to apply Exclusions 4.1a) and 4.1b) provided that:
- i. the **insured's** failure to give earlier notice of such **claim** or circumstance cannot in the **insurer's** view, be explained by fraud; and
 - ii. **Insurers** in their absolute discretion, may apply to such **claim** or circumstance, any of the terms and conditions of the insurance providing directors' and officers' liability cover in existence when the **insured** first knew, or ought reasonably to have known, of it, or the terms and conditions of this **policy**; and
 - iii. the **insured** has maintained, without interruption, a directors and officers liability insurance policy issued by the **insurer**

For the Purposes of this extension, **continuity date** means the date stated in *Item 8* of the schedule.

2.7. Deprivation of Assets

Whether or not there has been a **claim**, the **insurer** shall pay such expenses, necessarily incurred by an **insured person** towards **deprivation of assets expenses**.

Such expenses will only be payable provided that a personal allowance has been directed by the court to meet such payments and such personal allowance has been exhausted. Such expenses will be payable for a maximum of up to 12 months.

The total amount the **insurer** agrees to pay under this extension for all **claims** payable on behalf of all **insured persons** shall not exceed the sub-limit stated under *Item 4* of the schedule to this **policy**

2.8. Discovery Period

- a) If this policy is not renewed or replaced, and if the total premium for this policy has been paid in full, the **insured** will be entitled:
 - i. to an automatic **discovery period** of 90 days; and
 - ii. to purchase an optional **discovery period** for a longer period as specified in *Item 10* of the Schedule, provided that written notice is provided to the **insurer** by the **company** within 15 days after the end of the **policy period** and any additional premium specified by the **insurer** is paid within 15 days of the end of the **policy period**. The automatic **discovery period** shall be part of and not in addition to any optional **discovery period** purchased by the **insured**.
- b) The **discovery period** is non-cancellable and the premium for the optional **discovery period** is deemed fully earned at the inception date of the optional **discovery period**.
- c) The purchase of the optional **discovery period** will not in any way increase the **limit of liability**, and any payments made with respect to **claims** first made during the **discovery period** shall be part of and not in addition to the limit of liability for all **claims** made during the **policy period**.
- d) No **discovery period** shall apply in the event that a **change of control** takes place during the **policy period**.

2.9. Emergency Defence Costs

If the **insurer's** written consent cannot be obtained within a reasonable time before **defence costs** are incurred with respect to any **claim** first made against an **insured** and reported to the **insurer** during the **policy period** for a **wrongful act** or an **employment practices wrongful act**, then the **insurer** shall provide retrospective approval for such reasonably incurred costs up to, in the aggregate, the limit shown in *Item 4* of the schedule, provided that the **insurer** is notified by the **insured** of such costs as soon as is reasonably practicable, and before the expiration of 15 days from when such costs were first incurred

2.10. Extradition Costs

The **insurer** shall pay the reasonable fees, costs and expenses necessarily incurred by an **insured person** with the prior written consent of the **insurer** in connection with an **extradition proceeding** first commenced against them during the **policy period**

The total amount the **insurer** agrees to pay under this extension for all extradition costs payable on behalf of all **insureds**, shall not exceed the sub-limit stated under *Item 4* of the schedule to this **policy**.

2.11. Former Subsidiary Cover

If, during the **policy period** any entity ceases to be a **subsidiary**, the coverage provided under this policy shall continue to apply to the **insured persons** who, because of their service with such **subsidiary**, were covered under this policy, but only with respect to acts or conduct that occurred or allegedly occurred prior to the time such **subsidiary** ceased to be a **subsidiary**.

2.12. Health and Safety Defence Costs

The **insurer** shall pay the **defence costs** of any **insured person** with respect to any **claim** first made against them and reported to the **insurer** during the **policy period**, alleging a breach of any occupational or workplace health and safety legislation, including any legislation relating to involuntary manslaughter or corporate manslaughter.

2.13. Heirs, Estates, Spouses and Legal Representatives

In the event of the death, incapacity or bankruptcy of an **insured person**, any **claim** first made during the **policy period**, and reported to the **insurer** against the estate, heirs, legal representatives or assigns of such individual for a **wrongful act** or **employment practices wrongful act** of such individual, will be deemed to be a **claim** made against such **insured person**.

Coverage shall also extend to the lawful spouse of any **insured person** but only to the extent the spouse is a party to any **claim** solely in their capacity as a spouse of such **insured person** and only for the purposes of any **claim** seeking damages recoverable from, or in respect of, property jointly held by any such **insured person** and the spouse, or property transferred from any such **insured person** to the spouse.

2.14. Investigation Costs

Whether or not there has been a **claim**, the **insurer** shall pay the reasonable fees, costs and expenses, necessarily incurred, with its prior written consent, relating to the legal representation of any **insured person** at any **investigation**,

The total amount the **insurer** agrees to pay under this extension for all **investigation costs** payable on behalf of all **insureds**, shall not exceed the sub-limit stated under *Item 4* of the schedule to this **policy**.

2.15. New Subsidiary Cover

If during the **policy period**, the **company** acquires a **subsidiary**, or acquires any entity by merger, consolidation or otherwise, coverage shall be provided with respect to such new **subsidiary** or entity for any **loss** resulting from a **claim** involving acts or conduct committed after the completion of such acquisition provided that such newly acquired entity or **subsidiary**:

- a) has total gross assets outside of the United States of America or Canada or their territories or possessions which are less than 25% (twenty five percent) of the total gross assets of the **Company**;
- b) is incorporated outside of the United States of America or Canada or their territories or possessions; and
- c) does not undertake activities which attract one or more of the provisions of the Securities Act of 1933 (USA), the Securities Exchange Act of 1934 (USA), any rules or regulations of the Securities and Exchange Commission (USA), or any federal, country, state, or territory rules or regulations or local or provisional statute in the United States of America or any of its territories or possessions relating to securities, or the equivalent in Canada and any of its territories or possessions.

With respect to the acquisition, merger, consolidation or otherwise of any entity, or **subsidiary** as described in clauses (a) to (c) above, there will be no coverage available under this policy in connection with such entity, **subsidiary**, or any act or conduct allegedly committed at any time during which such entity or **subsidiary** is not an **insured**.

2.16. Pollution Defence Costs

Where a **claim** made against an **insured person** arises from a **wrongful act** or **employment practices wrongful act** actually or allegedly committed in connection with the discharge, dispersal, release or escape of **pollutants**, exclusion 4.7 shall not apply to:

- a) **defence costs**; or
- b) **loss**, but only where the **claim** is a derivative action brought in the name of the **company** by someone who is not an **insured person**.

The total amount the **insurer** agrees to pay under this extension shall not exceed the sub-limit stated under *Item 4* of the schedule to this **policy**

2.17. Prosecution Costs

Whether or not there has been a **claim**, the **insurer** shall pay the reasonable legal and other professional fees, costs and expenses, necessarily incurred by an **insured person** with the prior written consent of the **insurer** to bring legal proceedings to obtain the discharge or revocation of:

- a) an order disqualifying such **insured person** from holding office as a company director or officer; or
- b) an interim or interlocutory order:
 - i. confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of such **insured person**; or
 - ii. imposing a charge over real property or personal assets of such **insured person**; or
 - iii. imposing a restriction of the **insured person's** liberty; or
 - iv. for the deportation of an **insured person** following revocation of an otherwise proper, current and valid immigration status for any reason other than the **insured person's** finally adjudicated conviction for a crime.

In each case above, cover will only be available under this extension for such legal proceedings commenced during the **policy period**.

The total amount the **insurer** agrees to pay under this extension shall not exceed the sub-limit stated under *Item 4* of the schedule to this **policy**.

2.18. Public Relations Expenses

The **insurer** shall pay the reasonable fees, costs and expenses necessarily incurred by an **insured person** with the prior written consent of the **insurer** in connection with any **public relations expenses** first commenced against them during the **policy period**

The total amount the **insurer** agrees to pay under this extension for all **public relations expenses** payable on behalf of all **insureds**, shall not exceed the sub-limit stated under *Item 4* of the schedule to this **policy**.

2.19. Retired Directors and Officers

If this policy is not renewed or replaced, and if the total premium for this policy has been paid in full, the **insurer** shall provide an unlimited **discovery period** for any **insured person** who retires before:

- a) a **transaction**; or
- b) the insolvency, liquidation, receivership, judicial management, bankruptcy or administration of the **insured**; or
- c) the end of the **policy period** but only in relation to a **claim** first made against them which alleges they committed a **wrongful act** before they retired.
- d) The cover under this extension will be automatically withdrawn if:
 - (i) this **policy** is renewed, cancelled or replaced with similar cover; or
 - (ii) a **discovery period** is purchased by the **insured** under *clause 2.8 a) ii*.

Section 3: DEFINITIONS

In this policy:

3.1. bail bond and civil bond expenses means the reasonable premium (not including collateral) for a bond or other financial instrument to guarantee an **insured person's** contingent obligation for bail required by a court.

3.2. claim means:

- a) a civil proceeding brought by a third party for recovery of compensation or damages; or
- b) any suit, proceeding or written demand for monetary damages or other relief; or
- c) a request for extradition; or
- d) a criminal proceeding against an **insured person**; or
- e) a formal regulatory or formal administrative proceeding against an **insured person** alleging a **wrongful act** or an **employment practice wrongful act**; or
- f) an **investigation** of an **insured person**.

3.3. company means:

- a) the entity or entities listed in *Item 2* of the schedule to this policy; and
- b) any **subsidiary** existing at the beginning of the **policy period** and created or acquired during the **policy period**.

3.4 company wrongful act means any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by the **company** in connection with the purchase or sale of, or offer to purchase or sell **securities** of the **company**, whether such purchase, sale or offer involves a transaction with the **company** or occurs in the open market.

3.5 crisis event means any of the following unforeseen events where, in the reasonable opinion of the chief executive officer (or equivalent) of the **company**, the event has the potential to cause an imminent decrease of greater than 25% of the total consolidated annual revenues of the **company** if left unmanaged:

- a) the sudden, unexpected death or disability of any executive;
- b) loss of a major customer, contract or credit facility;
- c) **employee** workplace violence;
- d) the first apparent unauthorized intrusion into any **company's** computer facilities;
- e) a recall or boycott of any product;
- f) a man-made disaster;
- g) any criminal or fraud investigation.

crisis event does not include an event that affects a **company's** industry in general.

3.6 crisis consultant costs means any reasonable professional fees, costs or expenses of any reputable, specialist, or professionally qualified:

- a) public relations firm or consultant;
- b) crisis management firm; or
- c) law firm or tax advisor.

3.7 defence costs means that part of **loss** made up reasonable legal fees and expenses necessarily incurred, with the Insurer's prior written approval, in the defence of any **claim**. **Defence costs** does not include the **company's** overhead expenses or any salaries, wages, fees, or benefits of its directors, officers or **employees**.

3.8 deprivation of assets expenses means the payment of schooling, housing, utilities or personal insurances directly to the provider of such services in the event of an interim or interlocutory order confiscating, controlling, suspending or freezing rights of ownership over real property of personal assets of an **insured person** during the **policy period**.

3.9 discovery period means the period immediately following expiry of the **policy period** during which written notice may be given to the **insurer** of any **claim** first made during such period for any **investigation, wrongful act, company wrongful act, or employment practices wrongful act**, which occurred during the **policy period**

3.10 employee means any natural person who, before or during the policy period, is employed under a contract of service by the **company** and is paid a salary, wage and/or commission.

3.11 employed lawyer means any person admitted to practice law in the relevant jurisdictions in which the **company** operates, who was, is, or during the **policy period** becomes employed by the **company** as a full-time and salaried lawyer, and acts in a managerial or supervisory capacity in that **company**.

3.12 employment practices wrongful act means any employment related actual or alleged tortious act or omission, breach of statutory provision or breach of common law relating to an **employee**, including but not limited to:

- a) failure to provide equal opportunity of employment or pay;
- b) discrimination;
- c) harassment (sexual or otherwise, and including but not limited to harassment in the form of workplace bullying, or by way of electronic communication including social networking internet sites);

- d) wrongful dismissal or treatment;
- e) retaliation;
- f) inducement to become or remain as an **employee** based upon an erroneous job description;
- g) defamation, misrepresentation, negligent misstatement, wrongful failure to employ or promote, deprivation of a career opportunity, or wrongful discipline;
- h) violation of an **employee's** civil or human rights, or violations of any similar statutory provision arising out of acts or omissions by an **insured** or a person for whom the **insured** is legally responsible;
- i) claims arising from breach of data protection or privacy obligations;
- j) failure to allow an **employee** to exercise a statutory right; or
- k) failure to provide or enforce corporate policies or procedures to prevent or address any of the above.

3.13 extradition proceeding means any proceeding against an **insured person** including any related appeal, any judicial review applications or any challenge or appeal of any extradition decision by any governmental authority, or any court in India in respect of any proceedings to remove an **insured person** to another territory against their will.

3.14 insured means the **insured persons** and the **company**.

3.15 insured person means:

- a) any past, present or future director or officer, member of the Board, or **non-executive director** of the **company**, or the equivalent in any jurisdiction;
- b) any past, present or future de facto or shadow director while acting in a capacity as a director or officer of the **company** as defined in the Companies Act 1956 (as suitably amended from time to time), other than a person acting in the capacity of administrative receiver, administrator, receiver, liquidator, or an external auditor;
- c) any past or present **employee** of the **company** to the extent:
 - i. the subject **claim** is for a **company wrongful act**;
 - ii. the subject **claim** is for an **employment practices wrongful act**;
 - iii. such **employee** is acting in a managerial or supervisory capacity; or
 - iv. such **employee** is named as a co-defendant along with an **insured person** as defined in clause 3.15a) and 3.15b) above; or
- d) any **employed lawyer**

3.16 insurer means Universal Sampo General Insurance Company Ltd.

3.17 investment vehicle means any collective investment arrangement, the purpose of which is to enable those taking part in the arrangement to participate in or receive profits or income arising from the acquisition, holding, management or disposal of assets or sums paid out of such profits or income, and in which some or all of the persons who participate do not have day-to-day control over the management of the assets.

3.18 investigation means any official investigation, examination or inquiry in relation to the affairs of the **company** at which the attendance of an **insured person** is first required or requested in writing during the **policy period** or **discovery period**.

3.19 limit of liability means the amount set out in *Item 3* of the schedule to this **policy**.

3.20 loss means amounts which the **insured** is legally obligated to pay as damages, judgments or settlements, or **defence costs**, or other amounts payable under the extensions to this **policy**, including interest and punitive or exemplary damages, and the multiplied portion of any damage award in excess of the **retention**. **Loss** shall not include:

- a) fines, penalties or taxes imposed by law, except for punitive or exemplary damages and as provided in *clauses 2.4 and 2.20* above;
- b) employment-related compensation, wages or benefits; or
- c) matters which are uninsurable under applicable law.

3.21 non-executive director means any natural person who serves as a director of the **company** and who is not an **employee** of the **company**.

3.22 outside entity means any entity:

- a) which is not a **subsidiary**; and
- b) in which the **company** owns or controls, directly or indirectly, in any combination, before or during the **policy period**, up to 50% of the outstanding securities or voting rights representing the present right to vote for election of directors; and
- c) which is not incorporated in the United States of America or Canada or their territories or possessions; and
- d) whose activities do not attract one or more of the provisions of the Securities Act of 1933 (USA), the Securities Exchange Act of 1934 (USA), any rules or regulations of the Securities and Exchange Commission (USA), or any federal, country, state, or territory rules or regulations or local or provisional statute in the United States of America or any of its territories or possessions relating to securities, or the equivalent in Canada and any of its territories or possessions.

It is further agreed that **outside entity** shall also include any non-profit entity and any other entity which has been listed by endorsement to this **policy**.

3.23 outside director means any natural person who at the specific request of the **company** is serving:

- a) as a director, officer or trustee of a non-profit entity; or
- b) in an elected or appointed position having fiduciary, supervisory or managerial duties and responsibilities comparable to those of an **insured person** of the **company**, regardless of the name or title by which such position is designated, of an **outside entity**.

3.24 policy means this policy wording, the schedule to this **policy**, the **proposal** and any endorsement attaching to and forming part of this **policy**.

3.25 policy holder means the entity named in *Item 1* of the schedule to this **policy**

3.26 policy period means the period specified in *Item 2* of the schedule to this **policy**

3.27 pollutants means any substance, solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste materials. Waste materials include, but are not limited to, recycled, reconditioned or reclaimed materials.

3.28 proposal means the insured's written proposal form in respect of this insurance, together with any attachments.

3.29 public relations expenses means any reasonable fees, costs and expenses of a public relations consultant incurred with **insurer's** prior written consent (which shall not be unreasonably delayed or withheld) by or on behalf of an **insured person** to mitigate any adverse effect on the reputation of that **insured person** by disseminating findings which exonerate them from fault, liability or blame in connection with a **claim** that is covered under this **policy**, provided such findings are made by a court with jurisdiction to dispose of such **claim** (including the outcome of any appeal in relation to such **claim**).

3.30 retention means the amounts specified in *Item 6* of the schedule to this **policy**

3.31 securities mean any equity or debt instrument issued including any bond, debenture, note, share, stock or other equity or security for debt.

3.32 subsidiary means any entity, other than an **investment vehicle**, during any time in which the **company**, directly or through one or more **subsidiary(ies)**:

- a) owns more than 50% of the issued and outstanding share capital,
- b) controls more than 50% of the voting rights, or
- c) controls the right to vote for the election or removal of such entity's directors.

3.33 transaction means any one of the following events occurring during the **policy period**:

- a) the **company** consolidates with or merges into or sells all or a majority of its assets to any other person or entity or group of persons and/or entities acting in concert; or

- b) any person or entity, whether individually or together with any other person or persons, entity or entities becomes entitled to exercise more than 50% of the rights to vote at general meetings of the **company** or control the appointment of directors who are able to exercise a majority of votes at board meetings of the **company**.
- c) the appointment of a receiver, liquidator or administrator in respect of the **company**, but only in relation to that **company**; or
- d) a **company** becomes a **subsidiary** of an entity not insured by this policy, or becomes controlled by another entity by virtue of any law.

3.34 wrongful act means any act, error, omission, misstatement, misleading statement, neglect, or breach of duty actually or allegedly committed, attempted or proposed to be committed by any **insured person** while acting in his or her capacity as an:

- a) **insured person**, individually or otherwise, solely in their capacity as a director or officer in the course of his or her duties to the **company**; or
- b) **outside director**.

Section 4: EXCLUSIONS

This **policy** does not provide any cover for:

4.1 Prior & Pending

Any **claim** arising out of, based upon or attributable to any fact, circumstance, situation, transaction, event or **wrongful act, company wrongful act** or **employment practices wrongful act**:

- a) underlying or alleged in any prior and/or pending litigation, or arbitration proceeding, administrative or regulatory proceeding which was brought prior to the Pending and Prior Litigation Date set forth in *Item 9* of the schedule; or
- b) which was the subject of any notice given under any other Management Liability policy, Directors and Officers liability policy or similar policy, unless such notice was provided to the **insurer** under an earlier policy but which was not accepted by the **insurer** as a valid notification, and where cover has been maintained continuously with the **insurer** from the inception date of the earlier policy to the end of the **policy period**.

4.2 Breach of Professional Duty

Any **claim** based upon, directly or indirectly attributable to, or in consequence of, the provision of any **professional services** and/or advice, or the failure to provide **professional services** or advice.

4.3 USA and Canada, Australia Insured vs. Insured

Any **loss** arising out of, based upon or attributable to, a **claim** brought within the United States of America or Canada, Australia or their territories or possessions or under any laws thereof, by or on behalf of any **insured**, provided however that this exclusion shall not apply to:

- a) **defence costs**;
- b) any **claim** made by an **insured person** alleging an **employment practice wrongful act** against an **insured person**;
- c) any **claim** made by a retired insured person;
- d) any **claim** brought or maintained by any insured for contribution or indemnity, if the **claim** directly results from another **claim** otherwise covered under this **policy**;
- e) any **claim** brought or maintained by any external administrator to the **company** (including but not limited to a liquidator, receiver, judicial manager, administrator or other external administrator);
- f) any **claim** against an **insured** which is a derivative action brought in the name of the **company** by someone who is not an **insured person**.

4.4 Bodily Injury / Property Damage

Any **claim** for any actual or alleged bodily injury, sickness, disease or death of any person, or any damage or destruction of any tangible property including loss of use thereof; however, this exclusion shall not apply to:

- (a) any allegations of mental anguish or emotional distress which allegedly results from an **employment practice wrongful act**; or
- (b) **defence costs** payable under *automatic extension clause 2.12*

4.5 Securities

Any **claim** directly or indirectly arising from, or attributable to:

- a) the offering to the public during the **policy period** of any **securities** for subscription or purchase;
- b) the invitation to the public during the **policy period** to subscribe for or purchase any **securities**;
- c) any document prepared in relation to (a) or (b) above.

Provided however that this Exclusion 4.5 will not apply if the **insurer** has received prior written notice containing details of the offering and at its sole discretion, has agreed in writing to provide such additional coverage upon the terms, conditions, limitations, and additional premium which it deems appropriate.

4.6 Trustee Liability

Any **claim** arising from any position held by an **insured person** as trustee or administrator of any superannuation, pension, health and welfare, or other employee benefit plan or trust, established or maintained for the purpose of providing pensions, annuities or any other amount payable to a beneficiary.

4.7 Pollution

Any **claim** directly or indirectly arising from, or attributable to:

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

4.8 Radioactivity and Nuclear Risk

Any **claim** directly or indirectly arising from, attributable to, or in connection with:

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising from, or any consequential loss; or
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.9 War / Terrorism

Any **claim** 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:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) any act of terrorism; or
- c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

For the purposes of this exclusion, an act of terrorism means an act, 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 organisation(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.

4.10 Fraudulent, Dishonest and Wilful Conduct

Any **claim** directly or indirectly arising from, or attributable to:

- a) dishonest, fraudulent or criminal act or omission of any **insured** or any wilful violation of any statute, rule or law; or
- b) profit or remuneration gained by any **insured** to which such **insured** is not legally entitled as determined by a judgment or other final adjudication (including any appeal thereof) in the underlying action or in a separate action or proceeding, or any formal admission by or on behalf of such **insured**, that such conduct did in fact occur.

4.11 Major Shareholder

Any **claim** brought by, on behalf or for the benefit of, any shareholder owning or controlling, directly or indirectly, more than or equal to 15% of the voting share capital of the **company** or **outside entity** at the time of a **wrongful act** or **employment practice wrongful act**.

4.12 ERISA

Any **claim** directly or indirectly arising from, or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act, 1974 (USA) or amendments thereto.

Section 5: CLAIMS CONDITIONS

5.1 Notification

- a) The **insured** must give the **insurer** written notice of any;
- (i) **claim** first made against the **insured**; or
 - (ii) any circumstance which may give rise to a **claim**;

during the **policy period**, as soon as practicable and, in any event, within ninety (90) days of the end of the **policy period**, or within such additional **discovery period** as may apply.

If the **insured** does not give notice to the **insurer** in compliance with this clause, the **insurer** shall have no liability under this policy in respect of such **claim**

- b) Any **claim** made after expiry of the **policy period** which alleges, arises out of, is based upon, attributable to, or in any way connected with an earlier **wrongful act** or an earlier **employment practice wrongful act** which was the basis of:
- i. a **claim** first made during the **policy period** (or applicable **discovery period**) which has been notified to the **insurer** in accordance with paragraph 5.1 a) i above
 - ii. a fact or circumstance which has been notified to the **insurer** in accordance with paragraph 5.1 a) ii above;
- will be treated by the **insurer** as having been notified during the **policy period**,

5.2 Co-operation

- a) The **insured** agrees to provide the **insurer** with all information, assistance and cooperation that the **insurer** may reasonably request, and further agrees that they will do nothing which in any way increases the **insurer's** exposure under this policy or in any way prejudices the **insurer's** potential or actual rights of recovery.

5.3 Basic documents to be shared by the insured for claim settlement. The Insurer can ask for any other details depending upon the circumstances of the claim.

1. Claim Notification Form: A formal document notifying the insurance company of the claim.
2. Policy Documents: Copies of the D&O insurance policy and any endorsements or amendments.
3. Board Meeting Minutes: Minutes from board meetings where the incident or related matters were discussed.
4. Legal Complaints or Demands: Copies of any lawsuits, legal complaints, or demand letters related to the claim.
5. Correspondence: Any relevant correspondence between the directors, officers, and other parties involved.
6. Financial Statements: Recent financial statements of the company, including balance sheets and income statements.
7. Internal Investigation Reports: Reports from any internal investigations conducted regarding the incident.
8. Regulatory Notices: Any notices or documents received from regulatory bodies related to the claim.
9. Settlement Agreements: Copies of any settlement agreements or proposed settlements.
10. Legal Invoices: Invoices from legal counsel and other professionals involved in defending the claim.
11. Employment Records: Relevant employment records if the claim involves employment practices or wrongful termination.
12. Documentation of Losses: Evidence of financial losses or damages incurred as a result of the incident.
13. Witness Statements: Statements from witnesses or affidavits related to the claim.
14. Email and Communication Logs: Relevant email communications and logs that pertain to the claim.
15. Risk Management Policies: Copies of company policies and procedures relevant to the claim, such as risk management or compliance policies.

- **Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/ building on reinstatement basis)**

1. The Surveyor shall be appointed within 24 hours from the intimation.

2. The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.
3. The Surveyor shall share its reminders emails/letter after 05 days from the date of last mail in case the documents has not been submitted.
4. The Insurance Company to obtain survey report within 15 days from the date of appointment.
5. Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.

• **Escalation Matrix**

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

5.4 Allocation

If both **loss** covered by this policy and **loss** not covered by this policy are incurred, either:

- a) because a **claim** made against the **insured** contains both covered matters and matters not covered by this policy, or
- b) because a **claim** is made against both the **insured** and others (including the **company** for **claims** other than for **company wrongful acts**) not insured under this policy,

the **insured** and the **insurer** will use their best efforts to determine a fair and appropriate allocation between that portion of **loss** that is covered under this policy and that portion of **loss** that is not covered under this policy.

Additionally, the **insured** and the **insurer** agree that in determining a fair and appropriate allocation of **loss**, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defence and/or settlement of the **claim** by, the **insured** and others.

In the event that an agreement cannot be reached between the **insurer** and the **insured** as to an allocation of **loss**, as described in clause above, then the **insurer** shall advance that portion of **loss** which the **insured** and the **insurer** agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this policy and applicable law

5.5 Defence and Settlement

- a) It shall be the duty of the **insured** to defend any **claim**. The **insurer** shall have the right and be given the opportunity to participate with each **insured** in the defence and settlement of any **claim** that appears likely to involve the **insurer**.
- b) The **insurer** shall not be obliged to pay any **defence costs** unless the **insurer** has provided prior written consent to the **defence costs** being incurred except as provided for in clause 2.9 above, such consent not to be unreasonably withheld, delayed or denied.
- c) Except as provided for in clause 2.9 above, the **insurer** shall not be obliged to make any payment in connection with any liability admitted by the **insured** nor any settlement agreed by the **insured** unless the **insurer** has provided prior written consent to the liability being admitted or settlement being agreed, such consent not to be unreasonably withheld, delayed or denied.
- d) If the **insurer** cannot agree with an **insured** whether a **claim** should be contested, a decision as to whether the **claim** should be contested, the prospects of the **claim** succeeding and the likely amount of the **claim**, shall be made by a Senior Counsel, whose appointment shall be mutually agreed upon and whose decision shall be final. The cost of obtaining Senior Counsel's decision shall be part of **defence costs**.
- e) If Senior Counsel decides that a **claim** should not be contested and the **insured** decides to contest the **claim**, the **insurer's** liability for **loss** which results from that **claim** shall be capped at the amount for which the **claim** could have been settled.

5.6 Priority of Payments

If **loss** shall be payable under more than one of the Insuring Agreements, then the **insurer** shall, to the maximum extent practicable and subject at all times to the **insurer's** maximum aggregate **limit of liability** as set forth in Item 3 of the schedule to this **policy**, pay such loss as follows:

- a) first, the **insurer** shall pay that loss, if any, which the **insurer** may be liable to pay on behalf of the **insured persons** under Insuring Clause 1.1;
- b) second, the **insurer** shall pay that **loss**, if any, which the **insurer** may be liable to pay on behalf of the **company** under Insuring Clause 1.2; and

- c) third, the **insurer** shall make such other payments which the **insurer** may be liable to make under Insuring Clause 1.3 to 1.5 or otherwise.

5.7 Subrogation

In the event of any payment under this policy, the **insurer** shall be subrogated to all of the potential or actual rights of recovery of the **insured**. The **insured** shall execute all papers required and will do everything necessary to secure such rights including but not limited to the execution of such documents as are necessary to enable the **insurer** to bring a suit in the **insured's** name, and will provide all other assistance and cooperation which the **insurer** may reasonably require.

Section 6: GENERAL CONDITIONS

6.1 Limit of Liability

- except as set out in any applicable sub-limit, the **insurer** shall pay the amount of **loss** in excess of the applicable **retention(s)** set forth in *Item 6* of the schedule to this **policy** up to the **limit of liability** specified in *item 3* of the schedule to this **policy**
- the amount set forth in *Item 3* of the schedule to this **policy** shall be the maximum aggregate **limit of liability** of the **insurer** under this policy except with respect to the additional excess limits specified under *clause 2.1* above.
- Any payment by the **insurer** shall reduce the **limit of liability** accordingly by the paid amount.
- The sub-limits of liability specified in *Item 4* of the schedule to this **policy** are part of and not in addition to the **limit of liability** and is the maximum amount the **insurer** will pay with respect to the cover to which it applies.

6.2 Aggregation

Any **claim** or series of **claims** arising out of, attributable to, or in any way connected with a single **wrongful act**; a single **company wrongful act** or a single **employment practice wrongful act**, alleged or otherwise, shall be considered a single **claim** under this **policy** and shall be deemed to have been made at the time at which the earliest such **claim** is made.

6.3 Presumption of Indemnification

With respect to the **company's** indemnification of **insured persons**, the certificate of incorporation, charter, by-laws, articles of association, or as per applicable laws, each **subsidiary** and each **outside entity**, will be deemed to permit indemnification of the **insured persons** to the fullest extent allowable by law.

if for whatever reason, the **company** fails or refuses to do so, the **insurer** will pay that loss on behalf of the **company** and collect the applicable **retention** from the **company**.

6.4 Assignment

Neither this **policy** nor the rights it creates may be assigned without the **insurer's** prior written agreement by way of endorsement to this **policy**.

6.5 Cancellation

- insured** has the right to cancel this **policy** at any time by giving written notice to the **insurer**. upon cancellation, **insurer** will refund that part of the premium (Proportionate basis) which relates to the unexpired part of the **policy period**.
- The **insurer** may only cancel this **policy** for non-payment of premium by giving a written notice of cancellation. Such cancellation shall be effective from the inception date of the **policy**.
- The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder

6.6 Governing Law

- Any interpretation of this **policy** relating to its construction, validity or operation shall be determined in accordance with the laws of India.
- All the documents making up this **policy** shall be read together as one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning wherever it may appear

6.7 Non-Rescindable

The **insurer** irrevocably waives any and all rights and remedies it may have as a result of any misrepresentation or non-disclosure including, but not limited to, any right it may have to rescind or avoid this policy, except that the **insurer** shall have no liability in relation to:

- a) an **insured person** who was fraudulent in relation to the misrepresentation or non-disclosure in question; or
- b) the **company** in respect of Insuring Clause 1.3

6.8 Policy Disputes Clause

Except as otherwise specifically provided, any dispute regarding any aspect of this **policy** or any matter relating to cover thereunder which cannot be resolved by agreement within 30 days, shall be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference 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 two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

The parties shall each bear their own costs associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator. When any dispute is under arbitration, except for the matters under dispute the parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this **policy**.

6.9 Retention

- a) the **insurer** will only be liable under this **policy** for that part of **loss** which exceeds an applicable **retention(s)**.
- b) the **retention** applicable to *Insuring Clause 1.2* shall apply to any **loss** as to which indemnification by the **company** or **outside entity** is legally required or permitted, whether or not actual indemnification is made
- c) if a payment is made by the **insurer** to any **insured person** under this policy as to which indemnification by the **company** was legally required or permitted but not made by the **company**, the **company** agrees to pay to the **insurer** the amount of the **retention** applicable to *Insuring Clause 1.2*
- d) if different **retentions** are applicable to different parts of any **loss**, the applicable **retention(s)** will be applied separately to each part of such **loss**, and the sum of such **retention(s)** will not exceed the largest applicable **retention** set forth in *Item 6* of the schedule to this **policy**

6.10 Severability

The **proposal** shall be construed as a separate **proposal** by each **insured person**. With respect to the information and statements contained in such **proposal** or otherwise provided to the **insurer** when the **policy** was placed:

- a) no statement or knowledge possessed by any one **insured person** shall be imputed to any other **insured person** for the purpose of determining the availability of cover for any other **insured person**
- b) The acts, omissions, knowledge, or warranties of any **insured person** shall not be imputed to any other **insured person** with respect to the cover available under this policy
- c) Only the knowledge or information possessed by the past, present or future Chief Executive Officer, Chief Financial Officer, Chief Operating Officer or Chief Legal Counsel, or equivalent position of the **company**, will be imputed to such **company**.

6.11 Transaction

- a) if a **transaction** takes place during the **policy period**, the cover set out in this **policy** will apply only to a **wrongful act; company wrongful act; or employment practice wrongful act** actually or allegedly committed prior to the effective date of the **transaction**.
- b) the **insured** shall give us written notice of the **transaction** as soon as practicable but, in any event, no later than 30 days after the effective date of the **transaction**.

6.12 Authorisation and Notices

It is understood and agreed that the **policy holder** will act on behalf of the **company** and the **insured persons** with respect to:

- a) the payment of premium;
- b) the receiving of any return premium that may become due under this policy; and
- c) the receiving of all notices from the **insurer**.

Subject to the other provisions of this policy, this clause G9 does not preclude an **insured person** from notifying the **insurer** in accordance with Claims Condition Clause 5.1

Optional Covers

1. Additional Excess Protection for Insured Persons

in consideration of the payment of additional premium as shown herein, Automatic Extension 2.1 of the Policy is deleted in its entirety and replaced as follows:

In addition to the cover provided under this policy to **insured persons**, in the event that:

- a) the **limit of liability** of this policy;
- b) all other applicable directors and officers or management liability insurance, whether or not specifically written as excess over the **limit of liability** of this policy; and
- c) all other sources of indemnification for **loss** available to any **insured person**;
- d) have been exhausted, the **insurer** shall pay the **loss** of **insured persons** arising out of a **claim** first made against them and reported to the **insurer** during the **policy period**, for a **wrongful act**, up to the following limits:
 - i. each **Insured Person** ₹ _____
 - ii. aggregate for all **Insured Persons** during the **policy period**. ₹ _____

All other terms & conditions of the **policy** remain unchanged.

Premium charged ₹ _____

2. Automatic Reinstatement Extension

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein, in the event that the **limit of liability** under this **policy** has been entirely exhausted during the **period of insurance**, by a **claim** or **claims**, the said **limit of liability** shall be reinstated in the same amount, once only, provided that:

- (a) the reinstated **limit of liability** shall only apply to a **claim** or **claims** which do not arise out of and do not have any connection with the source or originating cause of any of the **claim** or **claims** already paid or payable out of the original **limit of liability**;
- (b) all other terms, conditions, exclusions and limitations of the **policy** shall continue to apply, in the same manner, in respect of a **claim** or **claims** to which the reinstated **limit of liability** applies;
- (c) the **insured** has no other valid and collectible Directors and Officers or Management Liability insurance available apart from this **policy**, after exhaustion of the original **limit of liability** under this **policy**;
- (d) the request for reinstatement must be made by the **insured**, and all requirements relating to it be satisfied by them, before the expiry of the **period of insurance**

under no circumstances there shall be no further reinstatement of any or all of the reinstated **limit of liability** granted by this Extension

All other terms & conditions of the **policy** remain unchanged.

Premium charged ₹ _____

3. Regulatory Crisis Costs

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein, the **insurer** shall pay the reasonable fees, costs and expenses of any consultant chosen by the **insured** with the prior written consent of the **insurer**, which are necessarily incurred in responding to:

- a) a raid or on-site visit to any **company** which first takes place during the **policy period**, by any **official entity** that involves the production, review, copying or confiscation of files or interviews of any **insured persons**;
- b) a public announcement relating to an event in sub-paragraph (a) above; or
- c) the receipt by any **insured** during the **policy period**, from any **official entity** of a formal notice which legally compels the **insured** to produce documents to, or answer questions by or attend interviews with that **official entity**, irrespective of whether the events in sub-paragraphs (a), (b) and (c) above fall within the definition of **claim**.

Routine regulatory supervision, inspection or compliance reviews, or any investigation which focuses on an industry rather than an **insured** will fall outside the scope of this extension.

For the purpose of this extension **official entity** means any regulator, government department, quasi-government body, governmental or administrative agency.

All other terms & conditions of the **policy** remain unchanged.

Premium charged ₹ _____

4. New Offering of Securities

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein If during the **period of insurance** the **Company** issues or proposes the sale or allocation of **Securities** the Insurer will extend cover for such sale or allocation of **Securities** under this **Policy**.

The total amount the **insurer** agrees to pay under this extension for all securities claims arising out of such new offering of securities shall not exceed the sub-limit of indemnity shown below

Sub-limit of Liability ₹ _____

All other terms & conditions of the **policy** remain unchanged.

Premium charged ₹ _____

5. Wallersteiner Endorsement

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein, the **insurer** will pay any costs, and expenses incurred by any shareholder of the Company in pursuing a **claim** against any **insured person** on behalf of the **company** in the event and to the extent that the **company** is legally liable to pay such costs and expenses pursuant to any court order.

The total amount the **insurer** agrees to pay under this extension for all such **claims** shall not exceed the sub-limit of indemnity shown below

Sub-limit of Liability ₹ _____

All other terms & conditions of the **policy** remain unchanged.

Premium charged ₹ _____

6. Management Buy Out Endorsement

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein, the **insurer** agrees that in the event of an existing **subsidiary** of the **company** ceasing to be owned by the **company** as a result of a buy-out by existing management, the **insurer** agrees to maintain cover in respect of such **subsidiary** for a period of 60 days from the date of the buy-out for **wrongful acts** committed subsequent to the buy-out.

This extension shall not apply in circumstances where there is any other Directors and Officers Liability or Management Liability insurance in force which provides cover in respect of such **wrongful acts**.

All other terms & conditions of the **policy** remain unchanged.

Premium charged ₹ _____

7. Major Shareholder Exclusion (Amended)

Exclusion 4.11 of the **policy** is deleted and replaced as follows:

“4.11 Major Shareholder

Any **claim** brought by, on behalf or for the benefit of, any shareholder owning or controlling, directly or indirectly, more than or equal to ____ of the voting share capital of the **company** or **outside entity** at the time of a **wrongful act** or **employment practice wrongful act**.”

All other terms & conditions of the **policy** remain unchanged.

8. SEC Exclusion

The following is added as an additional exclusion under ‘Section 4 Exclusions’ of this **policy**:

“4.13 SEC Exclusion

It is hereby agreed & declared that the **Insured** does not undertake activities which attract one or more of the provisions of the Securities Act of 1933 (USA), the Securities Exchange Act of 1934 (USA), any rules or regulations of the Securities and Exchange Commission (USA), or any federal, country, state, or territory rules or regulations or local or provisional statute in the United States of America or any of its territories or possessions relating to securities, or the equivalent in Canada and any of its territories or possessions.”

All other terms & conditions of the **policy** remain unchanged.

9. Pollution Defence Costs

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein, the Insurer agrees that in the event where a **claim** is made against an **insured person** arising from a **wrongful act** actually or allegedly committed in connection with the discharge, dispersal, release or escape of **Pollutants**, Exclusion 4.7 of this **policy** shall not apply to:

- a) defence costs; or
- b) loss, but only where the **claim** is a derivative action brought in the name of the **company** by someone who is not an **insured person**.

All other terms & conditions of the **policy** remain unchanged.

Premium charged ₹ _____

10. Interpretive Counsel

Notwithstanding anything to the contrary stated in the **policy**, the **insurer** agrees that the term **defence costs** expressly include 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 of the **policy** remain unchanged.

11. Counselling Services Extension

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein, the Insurer will pay to or on behalf of each **Insured Person**, all reasonable fees, costs and expenses of an accredited psychiatrist, psychologist or counsellor 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 up to the following limits:

- i. each **Insured Person** ₹ _____
- ii. aggregate for all **Insured Persons** during the **policy period**. ₹ _____

The cover provided by this extension is in addition to, and not part of, the **Limit of Liability** and applies excess over any other insurance providing similar cover and indemnification available from any other source.

All other terms & conditions of the **policy** remain unchanged.

Premium charged ₹ _____

12. Civil Fines and Penalties Amended (including UK Bribery & US FCPA)

Automatic Extension 2.4 is deleted and replaced as follows:

“2.4. Civil Fines and Penalties

The **insurer** shall pay any civil fines and penalties resulting from a **claim** first made against the **insured persons** and reported to the **insurer** during the **policy period**, for a **wrongful act**, unless uninsurable as a matter of applicable law.

Civil Fines and Penalties covered by this extension shall include, where insurable, civil penalties assessed against an **insured person** pursuant to the Foreign Corrupt Practices Act 1977 (15 U.S.C. 78dd), the Sarbanes-Oxley Act 2002 (15 U.S.C. 7246), the UK Bribery Act 2010 and the Prevention of Corruption Act.

The total amount the **insurer** agrees to pay under this extension for all civil fines and penalties payable on behalf of all **insureds**, shall not exceed the sub-limit stated under *Item 4* of the schedule to this **policy**.”

All other terms & conditions of the **policy** remain unchanged.

Premium charged ₹ _____

13. Breach of Professional Duty Amended (derivative actions carveback)

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein Exclusion 4.2 of the policy is deleted and replaced as follows:

“4.2 Breach of Professional Duty

Any **claim** based upon, directly or indirectly attributable to, or in consequence of, the provision of any **professional services** and/or advice, or the failure to provide **professional services** or advice.

However, this exclusion shall not apply to:

- a) any **claim** constituting a shareholder or shareholder derivative action provided that such **claim** is brought without the solicitation or assistance or participation (unless legally required) of any **insured**; or
- b) **investigation costs**"

All other terms & conditions of the **policy** remain unchanged.

Premium charged ₹ _____

14. Self-Report

Notwithstanding anything to the contrary Definition 3.18 of this **policy** is deleted and replaced as follows:

"3.18 investigation means any official investigation, examination or inquiry in relation to the affairs of the **company** at which the attendance of an **insured person** is first required or requested in writing during the **policy period** or **discovery period**.

For the purpose of this definition, **investigation** is deemed to include a **self-report investigation**"

Consequently, the following additional definitions are added to the policy:

self-report means the actual report to any governmental, regulatory or judicial agency by any **insured person** or **company** pursuant to an obligation to inform such agency of matters giving rise to actual or potential regulatory issues, where failure to give such notification or delay in notifying, can itself give rise to enforcement consequences.

self-report investigation means an internal investigation by or on behalf of the **company** or an **outside entity** into the affairs of a **company**, an **outside entity** or an **Insured Person** in their capacity as such in response to a direct regulatory, judicial or governmental request following a **self-report**.

All other terms & conditions of the **policy** remain unchanged.

15. Kidnap Response Costs

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein the **insurer** agrees to indemnify the **kidnap response costs** incurred by the **company** in the event that during the **policy period** an **insured person** has first become a victim of a **kidnap event**.

Consequently, the following additional definitions are added to the policy:

kidnap consultant means the appropriate person or entity appointed by the **insured** with the **insurer's** prior consent for responding to a **kidnap event**.

kidnap event means:

- a) the seizing, detaining or carrying away of an **insured person** by force or fraud, while such **insured person** is acting on behalf of the **company** outside his / her country of residence, for the purpose of demanding ransom monies; or

- b) any illegal holding under duress, for a period in excess of six hours, of an **insured person**, while such **insured person** is travelling on behalf of the **company** in or on any aircraft, motor vehicle or waterborne vessel; or
- c) the arbitrary or capricious confinement of an **insured person** while such **insured person** is acting on behalf of the **company**, by persons acting as agents of, or with the tacit approval of, any government or governmental entity, or acting or purporting to act on behalf of any insurgent party, organization or group,

provided that such **kidnap event** first occurs during the **policy period**. A connected series of kidnap events will be considered one **kidnap event**.

kidnap response costs mean the reasonable fees, costs and expenses of the **kidnap consultant** incurred by the **insured** in response to any **kidnap event** anywhere in the world (excluding Afghanistan, Cameroon, Colombia, Iraq, Mozambique, Nigeria, Philippines and Zimbabwe). Such fees and expenses shall include related costs for travel, accommodation, qualified interpretation, communication and payments to informants.

The total amount the **insurer** agrees to pay under this extension for all **kidnap response costs** payable on behalf of all **insureds**, shall not exceed the sub-limit of indemnity shown below

Sub-limit of Liability ₹ _____

All other terms & conditions of the **policy** remain unchanged.

Premium charged ₹ _____

16. Personal Liability for Corporate taxes

Notwithstanding anything to the contrary stated in the **policy** and in consideration of the payment of additional premium as shown herein Exclusion 4.13 of the policy is deleted and replaced as follows:

The **insurer** shall pay the amount arising from the personal liability of the **insured persons** resulting from a **claim** first made against them and reported to the **insurer** during the **policy period**, for unpaid taxes of the **company** where the **company** has become insolvent except to the extent that such liability arises from the wilful intent of the **insured persons** to breach any statutory duty governing the payment of taxes.

The total amount the **insurer** agrees to pay under this extension for all **insured persons**, shall not exceed the sub-limit stated under *Item 4* of the schedule to this **policy**.

17. RUN-OFF IN CASE PURCHASED FROM ACQUISITION DATE

Notwithstanding anything to the contrary contained in the policy it is agreed that:

Notwithstanding anything in this Policy to the contrary, pursuant to **Acquisition of Organization by Another Organization**, the Company grants a xxxx months run-off period to expire at midnight local time on Date Month Year [to be calculated from acquisition date] at the address shown in Item 1 of the Schedule to this Policy. The premium charged for this run-off period shall be INR _____ (with Service Tax) and shall be fully earned upon inception.

It is further agreed that:

1. **POLICY PERIOD** is amended to read:

Expiration Date: Midnight of Date Month Year [to be calculated from acquisition date]

2. Coverage under this Policy shall continue until the end of the **Policy Period** (as amended above) with respect to **Claims** for **Wrongful Acts** committed before Date Month Year [Acquisition date], but coverage shall cease with respect to **Claims** for **Wrongful Acts** committed thereafter.
3. Nothing in this endorsement is intended, nor shall it be construed, to increase or reinstate the Insurer's **Limits of Liability** under this Policy. Accordingly, the amount stated in ITEM 3 of the policy schedule shall remain the Insurer's maximum aggregate **Limits of Liability** for all **Loss** from all **Claims** first made during the **Policy Period** (as amended above).
4. **Bilateral Extended Reporting Period** and all references in the Policy to a "Bilateral Extended Reporting Period" are deleted in their entirety. Accordingly, no Bilateral Extended Reporting Period shall be available under this Policy.
5. This endorsement and the rights contained herein shall not apply if this Policy is cancelled by the Insurer for failure to pay premium when due.

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

18. RUN-OFF IN CASE PURCHASED FROM END OF POLICY PERIOD

It is agreed that:

Notwithstanding anything in this Policy to the contrary, pursuant to **Acquisition of Organization by Another Organization**, the Company grants a 36 months run-off period to expire at midnight local time on Date Month Year [to be calculated from end of current policy period] at the address shown in Item 1 of the Schedule to this Policy. The premium charged for this run-off period shall be INR _____ (with Service Tax) and shall be fully earned upon inception.

It is further agreed that:

1. **POLICY PERIOD** is amended to read:

Expiration Date: Midnight of Date Month Year [to be calculated from end of current policy period]

2. Coverage under this Policy shall continue until the end of the **Policy Period** (as amended above) with respect to **Claims** for **Wrongful Acts** committed before Date Month Year [Acquisition date], but coverage shall cease with respect to **Claims** for **Wrongful Acts** committed thereafter.

3. Nothing in this endorsement is intended, nor shall it be construed, to increase or reinstate the Insurer's **Limits of Liability** under this Policy. Accordingly, the amount stated in the policy schedule shall remain the Insurer's maximum aggregate Limit of Liability for all **Loss** from all **Claims** first made during the **Policy Period** (as amended above).
4. **Bilateral Extended Reporting Period** and all references in the Policy to a "Bilateral Extended Reporting Period" are deleted in their entirety. Accordingly, no Bilateral Extended Reporting Period shall be available under this Policy.
5. This endorsement and the rights contained herein shall not apply if this Policy is cancelled by the Insurer for failure to pay premium when due.

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

19. AMENDED DEFINITION OF LOSS TO INCLUDE CIVIL FINES AND PENALTIES, WHEREVER INSURABLE BY LAW

Notwithstanding anything to the contrary contained in the policy it is agreed that section (3), **Definitions: Loss**, is amended by deleting it in its entirety and replacing it with the following:

Loss means the amount which an **Insured** becomes legally obligated to pay on account of any

Covered **Claim** including, but not limited to:

- (a) **Defence Costs;**
- (b) **Legal Representation Expenses;**
- (c) awards of damages or orders made by any court or tribunal to pay compensation;
- (d) judgments;
- (e) sums payable due to any settlements to which the Company has consented;
- (f) punitive damages, exemplary or aggravated damages unless the Company is legally prohibited from paying such damages in the jurisdiction where the Claim is determined;
- (g) the multiple portion of any multiplied damages awarded unless the Company is legally prohibited from paying such damages in the jurisdiction where the Claim is determined;
- (h) awards of claimant's costs;
- (i) pre-judgment and post-judgment interest; and
- (j) civil fines or penalties imposed, wherever insurable by law. However this shall not include punitive and exemplary Damages

Loss does not include:

- (i) 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;
- (ii) fines or penalties imposed by law other than civil fines and penalties pursuant to paragraphs (i) above.
- (iii) any amount not covered by this policy because of section 19. Allocation;
- (iv) the future salary, wages, commissions, benefits, damages or economic relief of a claimant who has been or shall be hired;
- (v) **Benefits or Stock Benefits;** or
- (vi) matters for which the Company is legally prohibited from indemnifying the **Insured** under the laws of India other than to the extent covered pursuant to paragraphs (f) and (g) above.

Sub Limited to INR_____

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

20. CONTROL GROUP CLAUSE

It is hereby agreed that **Condition 9- Reporting and Notice** of the policy is deleted in its entirety and replaced as below:

The **Insured** shall give to the Company written notice of any **Claim** as soon as the **Control Group** becomes aware and, in any event, no later than the expiration date of the Extended Reporting Period, if granted by the Company.

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 Company 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 Company. 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 Company such information and cooperation 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.

For the purpose of this endorsement, **Control Group** means the following executive officers of the Insured:

1. President/Chief Executive Officer
2. Chief Financial Officer
3. Chief Technology Officer
4. Chief Information Officer
5. Risk Manager

All other terms and conditions of this Policy remain unchanged.

21. AMENDED DEFINITION OF DIRECTOR (SOCIETIES)

It is hereby understood and agreed that definition of “**Director**” is deleted in its entirety and replaced by the following:

“Director” means any natural person who is or becomes a:

- (i) Chairman,
- (ii) Secretary;
- (iii) Treasurer;
- (iv) Managing committee member of **your organisation**.

Any of the individuals above whom **your organization** dismissed from employment or office for cause before start of the **Policy Period** is not a **Director** in the sense of this policy

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

22. ENDORSEMENT- BREXIT

It is hereby understood and agreed that this policy is amended to include below mentioned extension. This Extension is subject to all terms, conditions and exclusions of this policy.

Residency Costs

Subject to the Insurer's prior written consent, the Company will pay the reasonable fees, costs and expenses of a law firm approved by the Organisation incurred by a **Director** or **Officer** in relation to any challenge or appeal by:

- (a) an EU national **Director** or **Officer** of any written rejection received during the **Policy Period** of their correctly filed application for permanent residency in the UK; or
- (b) a UK national **Director** or **Officer** of any written rejection received during the **Policy Period** of their correctly filed application for permanent residency in a member state of the EU; except where such rejection is on the grounds of a criminal conviction, made up to the date the UK's membership of the European Union officially terminates.

Repatriation & Relocation Costs

Subject to the Insurer's prior written consent, the Company will pay the reasonable fees, costs and expenses of a law firm approved by the Insurer incurred by a **Director** or **Officer**, for:

- (a) legal advice or legal representation properly obtained in relation to any decision issued during the **Policy Period** by a responsible UK or EU governmental authority for the repatriation or relocation of a **Director** or **Officer** as a direct result of the UK's membership of the European Union officially terminating, and such decision having been notified in writing to such a **Director** or **Officer**; and
- (b) legal costs or legal representation properly obtained in relation to any reasonable challenge or appeal by a **Director** or **Officer** of any such repatriation or relocation decision by the responsible UK or EU governmental authority;

In addition, should a challenge or appeal by a **Director** or **Officer** in accordance with (b) above fail, subject to the Insurer's prior written consent, the Company will pay reasonable relocation costs incurred by a **Director** or **Officer**, their spouse or dependent children, as a result of such final repatriation or relocation decision by the responsible UK or EU governmental authority. Relocation costs shall include but are not limited to (in each case, as incurred by a **Director** or **Officer**, their spouse or dependent children):

- (i) Legal costs and expenses in respect of buying or selling a home;
- (ii) Moving expenses;
- (iii) Travel costs;
- (iv) Unpaid school fees.

The Company will only pay to or on behalf of a **Director** or **Officer** for residency, repatriation and relocation costs where the **Organisation** does not reimburse the Director or Officer, whether

the **Organisation** is obliged to make such a reimbursement or not. If any **Organisation** is obliged to indemnify a **Director** or **Officer**, but fails to do so within 30 days, then the Company will advance all costs to the **Director** or **Officer** and all costs will be repaid by the **Organisation** to the Company as soon as reasonably practicable. In the event of any conflict between the above conditions and any other terms, conditions or exclusions of this policy, the Company and the **Insured** agree that the above conditions will prevail.

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

23. AMENDED DEFINITION OF DIRECTOR (XXXXXXXXXXXXXX)

It is hereby understood and agreed that definition of “**Director**” is deleted in its entirety and replaced by the following:

“**Director**” means any natural person who is or becomes a:

(i) XXXXXXXXXXXXXXXXXXXXXXXX,

(ii) XXXXXXXXXXXXXXXXXXXXXXXX;

(iii) XXXXXXXXXXXXXXXXXXXXXXXX;

(iv) Managing committee member of **your organisation**.

Any of the individuals above whom **your organization** dismissed from employment or office for cause before start of the **Policy Period** is not a **Director** in the sense of this policy

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

24. COINSURANCE CLAUSE

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:

1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or

1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

2. Co-insurance Schedule:

SN	Name of the Insurer	Share (%)
	(Lead Insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	

	(Co-insurer)	
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3. Conditions forming part of this clause

It is hereby agreed and understood that:

- 3.1 The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.
- 3.2 The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorized representative thereafter) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.
- 3.3 It shall be the responsibility of the insured or his authorized intermediary licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- 3.4 The lead Insurer shall finalize the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorized intermediary.
- 3.5 It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- 3.6 During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorized representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- 3.7 The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.
- 3.8 In the event of any of the insurers, chosen by the Insured as per paragraph 3.1 above and listed in the co-insurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part thereof which is not taken up by such alternative co-insurer.
- 3.9 In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- 3.10 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.11 In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.

- 3.12 In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand.

Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.

- 3.13 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/ Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.

In witness, whereof, this policy has been signed by Universal Sampo General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

25. SPECIFIC MATTER ENDORSEMENT

It is hereby agreed and declared that _____

All other terms and conditions remain unchanged.

GRIEVANCES

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

➤ Step 1

a. Contact Us

1-800-224030/1-800-2004030

b. E-mail Address: Contactus@universalsompo.com

c. Write to us Customer Service Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

d. Senior Citizen Number: 1800 267 4030

➤ Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsompo.com

Drop in Your concern

Grievance Cell: Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

➤ **Step 3:**

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email : gro@universalsampo.com

For updated details of grievance officer, kindly refer the link <https://www.universalsampo.com/resource-grievance-redressal>

➤ **Step 4.**

Bima Bharosa Portal link : <https://bimabharosa.irdai.gov.in/>

Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <https://www.cioins.co.in/Ombudsman>

Note: Grievance may also be lodged at IRDAI <https://bimabharosa.irdai.gov.in/>

The contact details of the Insurance Ombudsman offices are as below-

Policy Wordings–Directors & Officers Insurance Policy - Retail
UIN: IRDAN134RP0249V01202223

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU 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@cioins.co.in	Karnataka
BHOPAL Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor Batra Building, Sector 17 – D, Chandigarh – 160 017 Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh

Email: bimalokpal.delhi@cioins.co.in	
GUWAHATI 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@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD 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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082/3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau,

	Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.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, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE 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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.