DIRECTORS AND OFFICERS LIABILITY INSURANCE

In consideration of the payment of premium, ***We*** agree to insure ***You*** in accordance with the terms of this Policy.

Issued at: Mumbai			
Item 1	**Policyholder**		
Item 2	Address	Pincode	
Item 3	**Policy Period**	From	
		To	
Item 4	**Limit of Liability**	In INR For all ***Claims*** during ***Certificate Period***	
Item 5	**Discovery Period**	a) X Days at nil additional premium b) X days at __ additional premium	
Item 6	**Discovery Period** for Retired Insured Person		
Item 7	Cover	Applicable/Not Applicable	Sublimit (in INR)
a)	**Company Securities** Cover		
b)	**Abduction Response** Costs		
c)	Civil fines and Penalties		
d)	**Counselling** Costs		
e)	**Crisis Mitigation** Costs		
f)	**Defense Cost** for breach of occupational health and safety laws, including workplace death **Claim**		

g)	**Deprivation of Assets Costs**		
h)	**Emergency Costs**		
i)	**Extradition Costs**		
j)	**Investigation Costs**		
Item 8	Additional Limit For **Non-Executive Director**		
Item 9	Retention	For Insuring Clause 1.1 For Insuring Clause 1.2 For Insuring Clause 1.3	
Item 10	Major Shareholder %		
Item 11	New Subsidiary Acquisition %		
Item 12	Prior Acts Exclusion Date	For Insuring Clause 1.1 & 1.2 For Insuring Clause 1.3	
Item 13	Prior and Pending Litigation Date		
Item 14	Premium (with Breakup)	INR	
	Total Premium		
Item 15	Territorial Scope and Jurisdiction	For Insuring Clause 1.1 & 1.2 - Worldwide Including USA/Canada For Insuring Clause 1.3	
Item 16	Insurers Contact details	Customer Service Department ICICI Lombard General Insurance Company Ltd. ICICI Lombard House, 414 Veer Savarkar Marg, Near Siddhi Vinayak Temple Prabhadevi (W), Mumbai-400 025	
Item 17	Intermediary Details	Intermediary Code: Intermediary Name: Intermediary Contact Details:	
Item 18	Endorsements applicable at inception		

Directors and Officers Liability Insurance Policy

Indicative Policy Wordings

Scope of Cover

In consideration of the receipt of premium, and in reliance of the statements made and the information contained in the proposal form (which are a part of and form the basis of this Policy) and subject to the terms and conditions of this Policy, the **Insurer** and the **Policyholder** agree as follows.

1 Insuring Clauses:

The following insurance covers are solely for **Claims** which are first made during the **Policy Period** (or a **Discovery Period**, if applicable) and reported to the **Insurer** as required under this Policy.

1.1	**Insured Person**	The **Insurer** will pay the **Loss** of an **Insured Person** for a **Wrongful Act**, except to the extent that the **Insured Person** has been indemnified by the **Company** for the **Loss**.
1.2	**Company** Reimbursement	The **Insurer** will reimburse the **Loss** of **Company** for a **Wrongful Act** , to the extent that the **Company** has indemnified an **Insured Person.**
1.3	**Company Securities** Cover	The **Insurer** will pay the **Loss** of the **Company** arising from a **Wrongful Act.**

2 Extensions:

It is agreed that no cover shall be available under any of the following Extensions unless it is specified to be applicable in the Schedule**.**

2.1	Additional Limit For **Non-Executive Director**	The **Insurer** will continue to pay the **Loss** of a **Non-Executive Director** in respect of a **Claim** made against the **Non-Executive Director** during the **Policy Period**(or **Discovery Period**, if applicable) for a **Wrongful Act** but only if: (a) The **Limit of Liability** under this Policy has been exhausted; and (b) the **Non-Executive Director** has exhausted any other available insurance cover or source of indemnity. Provided that this extension shall only be available up to the limit specified at Item 8 of the Schedule for each **Non-Executive Director.**
2.2	Bilateral **Discovery Period**	If this Policy is neither renewed nor replaced by the **Insurer** or the **Policyholder,** the **Policyholder** will have the option to avail of a) a **Discovery Period** of 60 days without the payment of any additional premium; or b) a **Discovery Period** of 365 days upon the payment of the additional premium specified in Item 5 of the Schedule by the **Insurer** in full. Provided that all of the below conditions are met:

		(i) To avail of the **Discovery Period**, a written confirmation shall be received by the **Insurer** at least 15 days before the expiry of the **Policy Period**. (ii) If a **Discovery Period** is applied, it shall be non-cancellable and any premium paid for the **Discovery Period** shall not be refundable. (iii) If after the commencement of the **Discovery Period**, the Policy is renewed or replaced, the **Discovery Period** shall automatically terminate. (iv) Any **Claim** made during a **Discovery Period** is deemed to have been first made during the **Policy Period**. However, a **Discovery Period** shall not be available if - (ia) the Policy has been avoided by the **Insurer** or cancelled by the **Insurer** or the **Policyholder** during the **Policy Period** in accordance with Clause 6.17; or (ib) the **Insurer** has offered renewal terms which are different from the present terms and which are not accepted by the **Policyholder;** or (ic) there has been a **Change of Control**.
2.3	Cover for New **Subsidiaries**	The definition of **Company** is extended to automatically include any entity which becomes a **Subsidiary** during the **Policy Period**, provided such entity: (a) has total assets that are lesser than the percentage specified in Item 11 of the Schedule, of the total consolidated assets of the **Policyholder**; and (b) does not have any of its **Securities** listed/traded on an exchange in US/ Canada nor to the knowledge of an **Insured** intends to have its **Securities** listed/traded in US/ Canada; and (c) is not incorporated nor has a subsidiary in US/Canada. If such entity is excluded from coverage on account of (a) or (c) above then the Policy extends the definition of **Company** to include such entity for a 30 days period from the date the entity became a **Subsidiary**. To extend beyond this specified period, the **Company** must (i) provide the **Insurer** with additional information as the **Insurer** may reasonably require; and (ii) accept any notified alteration in the terms of this Policy; and (iii) pay any additional premium specified by the **Insurer**, before the end of the specified period. Under this extension, the cover will only be available for any **Wrongful Act** committed after the **Company** acquired the **Subsidiary.**
2.4	**Discovery Period** for Retired **Insured Person**	If an **Insured Person** retires from the **Company** for reasons other than resignation or disqualification from holding such a position during the **Policy Period** then that **Insured Person** will be entitled to the **Discovery Period** specified at Item 6 of the Schedule at no additional premium from the expiry date of such **Policy Period.** However this will not apply if: (a) the **Company** renews this Policy or replaces it with another insurance providing similar coverage; or (b) in the event of a **Change of Control.**

2.5 Supplementary Costs	The **Insurer** will pay the: (a) **Abduction Response Costs**; (b) **Counselling Costs**; (c) **Crisis Mitigation Costs**; (d) **Deprivation of Assets Costs**; (e) **Emergency Costs**; (f) **Extradition Costs**; (g) **Investigation Costs.** incurred in respect of each **Insured Person**. No **Retention** shall apply to this extension.

3 Definitions applicable to the Policy:

Term	Definition
3.1 Abducted	Means lead away by force or by fraudulent persuasion for the purpose of demanding ransom money.
3.2 Abduction Response Costs	Means reasonable fees, costs and expenses incurred(up to the sub-limit specified at Item 7b of the Schedule), with the prior written consent of the **Insurer,** in respect of the abduction consultant appointed including the fees of an interpreter and payments made to informants in the event that an **Insured Person** is **Abducted**, **Wrongfully Detained** or **Hijacked** during the course of employment, in India or the country in which the **Insured Person** is usually resident.
3.3 Change of Control	Means the consolidation or merger of the **Policyholder** with or the acquisition of more than 50 per cent of the issued share capital or shareholder voting rights of the **Policyholder,** directly or indirectly, by: (a) one person or one organisation, or (b) persons or organisations acting in concert; other than the **Company.**
3.4 Claim	Means (a) a written demand for monetary or non-monetary relief; or (b) a civil, criminal, administrative or regulatory proceeding; or (c) an arbitration, mediation or other similar dispute resolution proceeding; or (d) an extradition proceeding (only if the Extension 2.5(f) **Supplementary Costs – Extradition Costs** is applicable to the **Policy**); or (e) a **Securities Claim**; or (f) an **Investigation.**
3.5 Company	Means the **Policyholder** and/or any **Subsidiary.**
3.6 Costs	Means any (a) **Abduction Response Costs**; and/or (b) **Counseling Costs;** and/or (c) **Crisis Mitigation Costs**; and/or

	(d) **Defence Costs**; and/or (e) **Deprivation of Assets Costs**; and/or (f) **Extradition Costs**; and/or (g) **Investigation Costs.** provided the same is specified in the Schedule to be covered.
3.7 Counseling Costs	Means reasonable fees, costs and expenses incurred(up to the sub-limit specified at Item 7(d) of the Schedule) with the prior written consent of the **Insurer,** of an accredited psychiatrist, psychologist or counselor, to treat stress, anxiety or such similar medical conditions of an **Insured Person** resulting from a **Claim** against, or **Investigation** compelling attendance from an **Insured Person.**
3.8 Crisis Mitigation Costs	Means reasonable fees, costs and expenses incurred(up to the sub-limit specified at Item 7(e) of the Schedule), with the prior written consent of the **Insurer**, in respect of the crisis mitigation consultancy appointed in the event that the **Insured** reasonably considers that the services of a crisis mitigation consultancy are required urgently in order to prevent or minimise the risk of a **Claim** which would be covered under this Policy**.**
3.9 Defence Costs	Means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer** (including court fees, premiums for any surety, appeal bond, attachment bond, personal bond or similar bond for any civil proceeding) resulting solely and exclusively from the investigation, adjustment, defence or appeal of a **Claim.**
3.10 Deprivation of Assets Costs	Means reasonable fees, costs and expenses incurred(up to the sub-limit specified at Item 7g of the Schedule) by the **Insured** with the prior written consent of the **Insurer**, to obtain the discharge or revocation of a judicial order entered during the **Policy Period** for**:** (a) restricting the **Insured Person's** ownership rights of real property or personal assets; (b) imposing a charge over the **Insured Person's** real property or personal assets; (c) restricting the **Insured Person's** liberty to a specified residence; (d) deporting the **Insured Person** following revocation of a current and valid immigration status for any reason other than the **Insured Person's** conviction in a crime; or (e) Disqualifying the **Insured Person** from managing the **Company**; arising from a **Claim** covered under this Policy.
3.11 Discovery Period	Means the period as specified at Item 5 or Item 6 (as applicable)of the Schedule commencing immediately after the expiry of the **Policy Period** during which **Insurer** may be given written notice of a **Claim** first made during such period or the **Policy Period** for (a) a **Wrongful Act** occurring after the prior acts exclusion date as specified in Item 12 of the Schedule and before expiry date of the Policy. (b) **Abduction Response Costs, Crisis Mitigation Costs, Deprivation of Assets Costs, Extradition Costs** which are incurred during the **Policy Period** with the prior consent of the **Insurer**.
3.12 Emergency Costs	Means **Defence Costs** incurred(up to the sub-limit specified at Item 7(h) of the Schedule) during the **Policy Period** but for which **Insurer**'s written consent cannot be

		reasonably obtained with respect to any **Claim,** provided that the **Insurer** subsequently consents in writing to such costs.
3.13	**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 while acting in a managerial or supervisory capacity in that **Company.**
3.14	**Employment Practices Wrongful Act**	Means any of the following actual or alleged act, error or omission: (a) failure to adopt the **Company's** employment or workplace policies and procedures; (b) Wrongful discipline (c) negligent or wrongful employee evaluation, wrongful deprivation of career opportunity or wrongful demotion; (d) Wrongful dismissal, discharge or termination of employment; (e) Employment related misrepresentations or failure to furnish accurate job references; (f) discrimination; (g) Sexual or other harassment; (h) Invasion of privacy; (i) defamation including but not limited to libel, or slander; (j) failure to grant tenure; (k) **Retaliation** with respect to past or present or prospective employee of the **Company.** However, Employment Practices Wrongful Act does not include Corporate Manslaughter.
3.15	**Extradition Costs**	Means reasonable fees, costs and expenses incurred(up to the sub-limit specified at Item 7(i) of the Schedule), with the **Insurer's** prior written consent in any extradition proceedings or related appeal for an **Insured Person.**
3.16	**Hijacked**	Means **Insured Person** held under duress in an illegally seized aircraft, ship, or vehicle.
3.17	**Insured**	Means the **Company** and/or **Insured Person**. **Insured** does not include any external administrator, trustee, receiver or liquidator.
3.18	**Insured Person**	Means (a) Any natural person who was, is, or becomes during the **Policy Period**: (i) Director, Officer, or employee of a **Company**; (ii) De facto director of a **Company**; (iii) An **Outside Entity Director**; (iv) A consultant acting as a member of a committee duly elected or appointed by resolution of the board of the **Company** to perform specific acts on behalf of the **Company**; (v) **Trainee;** (vi) **Employed Lawyer;**

		(vii) a trustee of any fund or trust established or maintained for the purpose of providing pensions, annuities, employee benefit plan or trust, provident fund, pension, profit sharing, health and welfare or employee benefit plan of a **Company**. (b) Insured Person shall also include: (i) the spouse of an **Insured Person** for **Loss** arising from a **Claim** for a **Wrongful Act** of such **Insured Person** ; and (ii) the administrator, heirs, legal representatives, or executor of a deceased, incompetent, insolvent or bankrupt **Insured Person's** estate for **Loss** arising from a **Claim** for a **Wrongful Act** of such **Insured Person** .
3.19	**Insurer**	Means ICICI Lombard General Insurance Company Limited.
3.20	**Investigation**	Means formal hearing, enquiry, raid or an onsite visit or examination (or a public announcement about the same) by a government body, liquidator, receiver, professional, statutory or regulatory body into the affairs of an **Insured.**
3.21	**Investigation Costs**	Means reasonable fees, costs and expenses incurred by any **Insured (**up to the sub-limit specified at Item 7(j) of the Schedule), with the prior written consent of the **Insurer**, for the purpose of retaining a legal advisor for representing an **Insured Person** at an **Investigation or** in relation to any legally required attendance by **Insured Person** at an **Investigation**. Investigation Costs also includes costs incurred by such advisor in reviewing documents and preparing reports in connection with such **Investigation**.
3.22	**Limit of Liability**	Means the amount specified at Item 4 of the Schedule.
3.23	**Loss**	Means the amount the **Insured** becomes legally liable to pay on account of any covered **Claim** and includes: (a) Judgments; (b) Settlements negotiated by **Insured** and consented to by the **Insurer;** (c) Compensatory Damages; (d) Punitive and Exemplary Damages; (e) Multiple portion of multiplied damages; (f) Pre-judgment and post-judgment interest; (g) Claimant's legal costs and expenses) awarded pursuant to a court order or judgment. Loss also includes **Costs** if Extension 2.5 Supplementary Costs is specified as applicable in the Schedule**.** If the Schedule does not expressly specify **Costs** or any of the **Costs** to be covered by an extension, then Loss will not include **Costs**/those **Costs** not expressly mentioned in the Schedule (as the case may be) and the **Insurer** shall not be liable to pay any amounts under the **Policy** which constitute the **Costs**/those **Costs** that are not expressly mentioned in the Schedule. Loss does not include: (a) Fines and penalties, except for Civil fines or penalties levied on an **Insured Person** upto the sub-limit specified at Item 7c of the Schedule;

		(b) Taxes except for the personal liability of an **Insured Person** for corporate taxes unpaid due to company's insolvency; (c) Payments which the **Insurer** is legally prohibited from making or payments which are uninsurable in the jurisdiction where a **Claim** is made. With respect to a **Claim** where there is an allegation that the price or underlying consideration paid or proposed to be paid for acquiring all or substantially all of the ownership interests in or assets of any entity is inadequate, **Loss** shall not include any amount or amounts of any judgment, award or settlement representing the amount or amounts by which such price or underlying consideration results in an actual or effective increase.
3.24	**Non-Executive Director**	Means any natural person who serves as a non-executive director of **Company** during the **Policy Period** and includes an independent director.
3.25	**Non-Indemnifiable Loss**	Means **Loss** incurred by an **Insured Person** for which the **Company** is unable to indemnify or advance by reason of: (a) the **Company** being not permitted or not required by local laws to indemnify or advance such **Loss**, or (b) the **Company's** insolvency.
3.26	**Outside Entity**	Means any entity other than: (a) a **Subsidiary**; or (b) an entity incorporated, domiciled, or having any of its **Securities** listed and or traded on an exchange in the US/Canada; or (c) an financial institution (including but not limited to any bank, depository institution, mutual fund, private equity or venture capital company, securities broker, dealer or underwriter, asset manager or insurance company, etc).
3.27	**Outside Entity Director**	Means any natural person who serves as a director, officer, trustee, council member, committee member, governor or any equivalent position in an **Outside Entity** provided that such positions are held at the specific request of the **Company**.
3.28	**Policy Period**	Means the period of time specified at Item 3 of the Schedule.
3.29	**Policyholder**	Means the entity specified at Item 1 of the Schedule.
3.30	**Pollutants**	Means waste matter and energy that contaminate the environment (water, air, soil, etc.) with noxious substances.
3.31	**Prior and Pending Litigation Date**	Means the date mentioned in Item 13 of the Schedule.
3.32	**Retaliation**	Means any actual or alleged discrimination, harassment and/or inappropriate employment conduct by an **Insured Person** against an employee of the **Company**:

		(a) on account of such employee's exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the employee of the **Company** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law; (b) on account of any strike, lockout, work to rule or other similar action.
3.33	**Retention**	Means the amount stated in Item 9 of the Schedule
3.34	**Securities**	Means any security representing debt of or equity interests in the **Company.**
3.35	**Securities Claim**	Means any (a) written demand for monetary or non-monetary relief; or (b) civil, criminal, administrative or regulatory proceeding; or (c) arbitration, mediation or other similar dispute resolution proceeding; or arising from the **Insured's** breach of any laws, rules or regulations: (i) regulating **Securities**; or (ii) relating to the purchase or sale of any **Securities**; or (iii) relating to the offer/solicitation to purchase or sell any **Securities**; or (iv) relating to the registration or ownership of any **Securities;** or (v) relating to the ownership of **Securities** brought by a holder of such **Securities**, whether brought directly or derivatively. A Securities Claim shall not include **Claims** by an **Insured Person** based upon or arising out of, or attributable to the actual or alleged loss of, or the failure to receive or obtain the benefit of any **Securities** (including any warrants or options). A Securities Claim shall also not include **Claims** made by one **Company** against another **Company.**
3.36	**Subsidiary**	Means an entity in which the **Policyholder** either directly or indirectly through one or more other entities: (a) controls the composition of the board of directors; or (b) holds more than half of the issued share capital; or (c) controls more than half of the voting power; at the commencement of this Policy(or during the **Policy Period** for the purpose of Extension 2.3). For the purpose of this Policy the term Subsidiary shall also include any incorporated entity or partnership, but only to the extent of the **Company's** financial interest in that entity. For any Subsidiary or **Insured Person** thereof, cover under this Policy shall only apply while such entity is a subsidiary of the **Policyholder**.
3.37	**Trainee**	Means any natural person who is supplied to, hired or borrowed by the **Company** including persons undertaking study or work experience whilst employed or engaged by the **Company** in connection with it's business.

3.38	**Wrongful Act**	Means (a) For Insuring Clause 1.1 and/or Insuring Clause 1.2 **:** (i) any actual or alleged act, error or omission, breach of duty, breach of trust, misstatement or misleading statement, defamation, libel or slander, breach of warranty of authority by the **Insured Person**; (ii) an **Employment Practices Wrongful Act**; (iii) any matter claimed against an **Insured Person** solely by reason of their status as **Insured Person**; (iv) any actual or proposed act with respect of a shareholder derivative action**.** (b) For Insuring Clause 1.3: (i) any actual or alleged act, error or omission, breach of duty, breach of trust, with respect of a **Securities Claim** only **.**
3.39	**Wrongfully Detained**	Means physically restrained without the express or implied authorization by law.

4 Exclusions

The **Insurer** shall not be liable to make any payment under the Policy for any **Loss**:		
4.1	Bodily injury and property damage	For bodily injury, sickness, disease, death or emotional distress or disturbance; or damage to, destruction, impairment or loss of use of any property. This exclusion shall not apply to: (a) **Loss** in relation to mental anguish or emotional distress or disturbance for an **Employment Practices Wrongful Act.** (b) **Defence Costs** incurred by the **Insured Person** for violation or breach of occupational health and safety laws, including workplace death subject to the sub-limit specified at Item 7f of the Schedule.
4.2	Change of Control	Based upon, arising out of, or in any manner involving a **Wrongful Act** committed after the effective date of a **Change of Control**.
4.3	Crime, Fraud and Personal Conduct	Based upon, arising out of, or in any manner involving: (a) any financial gain, payment, advantage or profit to which the **Insured** was not legally entitled; or (b) the committing of any dishonest or fraudulent act. This exclusion shall only apply if the act, omission or profit is established by a final adjudication of a judicial body or an arbitral tribunal or admission by the **Insured**.
4.4	Insured Person ’s Costs	In respect of salaries, wages, personal expenses, benefits or overhead expenses of an **Insured Person**.

4.5	**Insured** versus **Insured Claims**	Based upon, arising out of, or in any manner involving any **Claim,** which is made by or on behalf of any **Insured** in the United States of America or its territories. This Exclusion shall not apply to: (a) **Defence Costs**; (b) any **Claim** for an **Employment Practices Wrongful Act**; (c) any **Claim** made by a person who is no longer an **Employee** of the **Company** ; (d) whistleblower complaints (e) any **Claim** brought or maintained by an insolvency administrator, receiver, trustee or liquidator of the **Company** whether directly or derivatively, without the solicitation, assistance or participation or co-operation of any **Insured**; (f) any **Claim** pursued by an **Insured** for contribution or indemnity if the **Claim** directly results from another **Claim** covered under this Policy; or (g) any shareholder derivative action brought by or maintained on behalf of the **Company**, which is brought without the solicitation, assistance or participation or co-operation of any **Insured**.
4.6	Major shareholders	In respect of a **Claim** made by any individual or entity that owns or controls (whether beneficially, directly or indirectly) more than the percentage as mentioned in Item 10 of the schedule of the **Company's** issued share capital.
4.7	Offering of **Securities**	Based upon, arising out of, or in any manner involving any public/ private offering of **Securities** by the **Company.**
4.8	Pollution	Based upon, arising out of, or in any manner involving the actual, alleged or likely discharge, emission, release, treatment or removal of **Pollutants**; or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants,** except (a) a **Claim** made by a shareholder of the **Company** against the **Insured Person ,** whether directly or derivatively, alleging damage to the **Company** or its shareholders due to a breach of duty owed by **Insured Person**. (b) **Defence Costs** incurred by an **Insured Person**.
4.9	Prior Acts Exclusion	Based upon, arising out of, or in any manner involving a **Wrongful Act** occurring before the Prior Acts exclusion date mentioned in Item 12 of the Schedule.
4.10	Prior and Pending Litigation	Based upon, arising out of, or in any manner involving any (a) claim or circumstances notified to any policy of which this policy is a renewal or replacement or (b) pending or prior civil, criminal, administrative or regulatory proceeding, investigation, or alleging or derived from the same or essentially the same facts or circumstances as alleged in such litigation which were pending prior to the **Prior and Pending Litigation Date**.
4.11	Professional Services	Based upon, arising out of, or in any manner involving actual or alleged breach of any professional duty and/or services owed by the **Insured.**
4.12	Radioactivity /Nuclear Energy	Based upon, arising out of, or in any manner involving nuclear energy or radioactivity of any kind.

4.13	SEC Exclusion	Based upon, arising out of or in any way involving the actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, or any amendment or re-enactment thereof.
4.14	Statutory Liability	Based upon, arising out of, or in any manner involving the responsibilities, obligations or duties imposed regarding employment benefits for **Insured Person**s by any applicable statutory and regulatory provisions of any territorial, state or local statutory law or common law or common law, except in relation to **Employment Practices Wrongful Act**.

5 Limit of Liability and Retention:

The **Insurer**'s maximum aggregate liability for all **Loss** covered under the Policy during the **Policy Period** (or **Discovery Period**, if applicable) is limited to the **Limit of Liability**(after deduction of the **Retention** amount as mentioned in the Schedule), unless expressly specified to the contrary in the Policy. The sub-limit for any Extension is a part of and not in addition to the **Limit of Liability**, except as provided under Extension 2.1.

The **Insurer** will only pay for any amount of **Loss** which is in excess of **Retention**. The **Company** will be liable for the **Retention** which will remain uninsured. A single **Retention** shall apply to all **Loss** arising out of, based upon or attributable to continuous, repeated or related **Wrongful Acts**.

If the **Insurer** advances **Loss** for which a **Retention** applies, the **Company** agrees to repay the **Insurer** immediately to the full extent of the **Retention** applies, once the **Insurer** notifies the **Company** of the **Loss** so advanced.

The **Retention** is not applicable to **Non-Indemnifiable Loss.**

6 General Conditions under the Policy

6.1	**Claim** Notification	(a) The I**nsured** shall give written notice to the **Insurer** of: (i) any circumstances that may reasonably be expected to give rise to a **Claim**; (ii) any **Claim** made against the **Insured**, as soon as practicable and in any case, during the **Policy Period** (or **Discovery Period**, if applicable). (b) Written notice shall be given to the **Insurer** at the address specified in the Schedule as soon as reasonably practicable but not later than 30 days from the end of the **Policy Period** or **Discovery Period** and shall include (but not limited to): (i) the reasons for anticipating a **Claim** (or circumstances);

		(ii) the **Insurer's Claim** form duly completed; (iii) All other information or documentation relevant to the **Claim**/circumstance.
6.2	**Claims** Series	All **Claims**/or circumstance or series of **Claims**/ or circumstances based upon, arising out of, or in any manner involving the same **Wrongful Act,** whether or not committed by more than one **Insured,** shall be deemed to be one **Claim** for the purposes of this Policy, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims**/ circumstance is first made against an **Insured**. It is agreed and understood that notwithstanding the provisions of this clause, each such **Claim**/circumstance shall be notified to the **Insurer** in accordance with Clause 6.1 and shall specify in writing the reasons for which the **Claims**/circumstances arise from the same **Wrongful Act**.
6.3	Defence, Settlement and Co-operation	The **Insurer** shall be entitled to fully participate in the defence and at the negotiation stage of any settlement that is reasonably likely to involve or appears to involve the **Insurer**. However, the right and duty to defend and contest a **Claim** shall lie solely with the **Insured.** As a condition precedent to liability under the Policy**,** the **Insured** at its own cost shall provide the **Insurer** with all documents, information, assistance and cooperation that the **Insurer** may request and require towards investigation, defence, settlement or appeal of a **Claim** or circumstance. Each **Insured** shall also take reasonable steps to mitigate the **Loss**. The **Insured** shall retain only one attorney/firm of attorneys to defend and contest a **Claim** unless the prior written approval of the **Insurer** is obtained to retain more that one attorney/firm of attorneys. Notwithstanding the above, the **Insurer** will accept as necessary the retention of separate legal representation to the extent require by a material conflict of interest between the **Insureds.** If a **Claim** is made against an **Insured Person** by the **Company**, the **Insurer** shall have the right to defend the **Claim**.
6.4	Consent	The **Insured** shall not admit or assume any liability, enter into any settlement agreement, make any settlement offer, stipulate to any judgment, or incur any **Costs** (other than **Emergency Costs** without the prior written consent of the **Insurer**. Only those settlements, stipulated judgments and **Costs** (other than **Emergency Costs**) which have been consented to by the **Insurer** and incurred in accordance with the terms of this Policy shall be recoverable as **Loss**. The **Insurer's** consent where required shall not be unreasonably withheld. If an **Insured** settles any **Claim** including any anticipated or related **Claim** without the prior written consent of the **Insurer,** then this Policy shall not cover that **Claim** including any anticipated or related **Claim**. Specifically, any such settlement by the **Insured** without the prior written consent of the **Insurer** shall not provide the claimant or the potential claimant any recourse against the **Insurer**.

		If the **Insured** refuses to consent to a settlement or compromise recommended by the **Insurer** and elects to contest or continue to contest a **Claim**, the **Insurer's** liability shall not exceed the amount for which the **Insurer** could have settled such **Claim** plus **Defense Costs** incurred as of the date such settlement was proposed in writing by the **Insurer**.
6.5	Allocation	The **Insurer** is under no obligation to pay for **Defence Costs** which are incurred by the **Company**, or judgments against or settlements by the **Company** arising from a **Claim** made against the **Company**, nor does it have any duty or obligation to pay for any **Loss** arising from any legal liability that a **Company** has to a claimant except in the case of a **Securities Claim**. If a **Claim** involves both covered and uncovered matters or persons or entities under this Policy, then the **Company** and the **Insurer** shall use reasonable efforts to determine a just and equitable allocation of **Loss** covered under this Policy, taking into account the legal and financial exposures, and in the event of a settlement, also based on the relative benefit to the parties from settlement of such covered and uncovered matters. In the event that the **Insurer** and the **Company** cannot agree within fifteen (15) days as to the amount of **Defense Costs** to be advanced under the Policy, then the **Insurer** shall advance **Defense Costs** which the **Insurer** believes to be covered under this Policy until a different amount shall be agreed upon or determined pursuant to the provisions of this Policy and applicable law.
6.6	Payment of **Costs**	The **Insurer** will pay all covered **Costs** in excess of **Retention** covered by this Policy promptly after sufficiently detailed invoices for those **Costs** are received by the **Insurer**. In the event that the **Insurer** advances **Costs** and it is finally established that the **Insurer** has no liability for all or any portion of such **Costs**, the **Insured**, shall repay to the **Insurer**, all monies advanced and so determined to be reimbursable.
6.7	Priority of Payments	The **Insurers** shall pay **Loss** in the order in which such **Loss** is presented to the **Insurer** for payment. However if the **Loss** payable under Insuring Clause 1.1 and one or more of the other Insuring Clauses(s)/ Extensions is presented simultaneously , the **Insurers** shall first pay the **Loss** payable under Insurance Clause 1.1. The **Company** may through its board of Directors elect in writing either to stipulate the order in which payments under other Insurance Clauses or Extensions to be discharged. It being understood and agreed that the **Insurers** shall have no obligation to pay **Loss** after the exhaustion of the **Limit of Liability**, except as provided under Extension 2.1
6.8	Other Insurance	If other valid insurance with any other Insurer is already available to the **Insured** covering a **Claim** also covered by this Policy, this Policy shall apply in excess of such other insurance and shall not contribute with such other insurance. All coverage for **Loss** from **Claims** against an **Insured Person** for **Wrongful Acts** in **Outside Entity** will be specifically in excess of any other valid policy of

		insurance for the **Outside Entity** and any indemnity available from the **Outside Entity** to such **Insured Person** by reason of serving as an **Outside Entity Director**.
6.9	Severability	This Policy is a severable policy covering each **Insured** for their own individual interest. With respect to Insuring Clause 1.1 and Insuring Clause 1.2, no knowledge or information possessed by an **Insured Person** will be imputed to any other **Insured Person.** If the proposal form misrepresents the true position or if the **Insured Person** failed to make complete disclosure of all material facts, then this Policy will be void ab-initio with respect to the **Insured Person** who knew of the existence of such untrue statements or non disclosure. With respect to Insuring Clause 1.3, only the statements and knowledge of any past, present, or future chief executive officer (CEO) and/or chief financial officer (CFO) (or equivalent executive or management position) of a **Company** shall be imputed to the **Company**; and the knowledge of the same officeholders of the **Policyholder** shall be imputed to all **Companies**.
6.10	Subrogation	The **Insured** shall do everything necessary for the purpose of enforcing any rights, remedies, obtaining relief or indemnity from other parties to which the **Insurer** is become entitled upon the **Insurer** paying for any **Loss** under this Policy, whether before or after indemnification. The **Insured** shall not do or cause to be done anything that may prejudice the **Insurer's** right of subrogation. The **Insured** agree that any recoveries made shall first be applied in making good any sums paid out by the **Insurer** for a **Loss** and the costs of recovery. The **Insurer** will not exercise its right of subrogation against an **Insured Person** in connection with a **Claim** unless the Exclusion 4.3 has been established to apply to that **Insured Person** in respect of that **Claim**.
6.11	Bankruptcy	The bankruptcy, winding-up, receivership or insolvency of the **Company** shall not relieve the **Insurer** of its obligations nor deprive any **Insured** of their rights under this Policy.
6.12	Authorisation	The **Policyholder** is authorised to act as representative on behalf of all the **Insured** with respect to all matters relating to or affecting this Policy; except in the event of a **Change of Control** or bankruptcy of the **Policyholder,** in which case each **Insured** shall act on their own behalf.
6.13	Governing Law and Jurisdiction	This Policy and all disputes and differences arising thereunder shall be interpreted under, governed by and construed in all respects in accordance with the laws of India. Any dispute shall be subjected to the exclusive jurisdiction of the courts in Mumbai.
6.14	Assignment	Assignment of interest under this Policy shall not bind the **Insurer** unless its consent is specifically provided for.

6.15	Observance of terms and conditions	The due observance and fulfillment of the terms and conditions of this Policy by the **Insured** shall be a condition precedent to the **Insurer's** liability to make any payment under the Policy.
6.16	No Constructive Notice	Any of the circumstances in relation to these conditions coming to the knowledge of any of the **Insurer's** official shall not be the notice to or be held to bind or prejudicially affect the **Insurer's** position notwithstanding subsequent acceptance of any additional premium.
6.17	Cancellation	The **Insured** can cancel the policy at any time during the term, by informing the company. The **Company** can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder. The **Company** shall – i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period. ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.
6.18	Arbitration	The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. (*Applicable to commercial entities only)*
6.19	Sanctions Clause	The **Insurer** shall not be deemed to provide cover under this Policy or be liable to pay any claim under the Policy to the extent that the provision of such cover or payment of such claim would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
6.20	Policy Construction	Titles and headings used in this Policy are for the purposes of reference only and shall not otherwise affect the meaning of this Policy.Singular includes the plural, and vice versa. Words in **bold** typeface have special meaning and are defined In Section 3.
6.21	Territorial Scope and Jurisdiction	This Policy applies only to **Claims** made in the jurisdiction specified in Item 15 of the Schedule.
6.22	No Higher Limit Purchased Warranty	In consideration of the premium charged for this Policy, it is hereby warranted that during the **Policy Period** the **Company** will not purchase any insurance in excess of the **Limit of Liability** unless the **Insurer** has agreed that such excess insurance may be purchased. The **Insurer** expressly has the right to amend any of the terms and conditions of this Policy as a condition of agreeing that such insurance may be purchased.
6.23	Notice of Occurrence or Claim	Notice of Occurrence or **Claim** shall be given to the **Insurers** at : Registered Address ICICI Lombard House 414, P.Balu Marg,

		Off Veer Sawarkar Marg, near Siddhivinayak Temple, Prabhadevi Mumbai-400025 customersupport@icicilombard.com
6.24	Claim Clause / Settlement of Claim	**1) Claim Intimation:** Connect with us via: Toll-free no.: 1800 2666, Email ID: customersupport@icicilombard.com, on our website: https://coclaims.icicilombard.com/claimstracker/CommercialClaims/ccplandingpage.aspx. Register the claim and submit claim related documents along with claim form. You will receive a claim reference number as your reference point for future correspondence. **2) File an FIR:** In case of third-party property damage/bodily injury, fire etc. if applicable as per policy terms and conditions. **3) Surveyor Appointment:** Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim **4) Documents:** submit documents to the assigned CSM/Surveyor. List of documents which are necessary and relevant to the claim are as below: 1.Claim bill / Claim Form duly filled up 2.Photographs / Video of damaged property/item under claim 3.Document/s in support of admissibility of the claim, for instance, all proceedings filed before the courts, communications exchanged with the insured, invoices, payment proofs, internal /external investigation report of the insured, Insureds counsel opinion on merits and demerits of the case, insured counsel engagement letter etc. 4.FIR / Final Police investigation report wherever applicable 5.For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed. 6.For items which are under claim & not to be repaired or reinstated, documents substantiating the quantum & value of the items under claim 7.Offer for retention of salvage, if any 8.KYC / NEFT Details as per AML guidelines 9.Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate 10.Any other document which may be specified by the surveyor post completion of Initial survey **5) Assessment Approval**: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor **6) Salvage:** The amount that is assessed which the damaged asset will fetch in the open market *(wherever applicable).*

		7) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 15 days of receipt of claim form and documents. Claim will be decided within 7 days of receipt of the assessment sheet / survey report, as applicable.
6.25	Grievance Redressal	For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com. The details of Insurance Ombudsman are available below:-

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Insurance Ombudsman 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.
2	BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	BHOPAL Insurance Ombudsman 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.
4	BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	Odisha.

	5	CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
	6	CHENNAI Insurance Ombudsman 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, Pondicherry Town and Karaikal (which are part of Pondicherry).
	7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
	8	ERNAKULAM Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
	9	GUWAHATI Insurance Ombudsman 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.
	10	HYDERABAD Insurance Ombudsman 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 Territory of Puducherry.
	11	JAIPUR Insurance Ombudsman	Rajasthan.

		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	
	12	KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
	13	LUCKNOW Insurance Ombudsman 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 : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
	14	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
	15	NOIDA Insurance Ombudsman 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
	16	PATNA Insurance Ombudsman 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.
	17	PUNE Insurance Ombudsman 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).
	18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, **Insurer's** website www.icicilombard.com or from any of the **Insurer's** offices