FIDELITY GUARANTEE INSURANCE POLICY

UIN: IRDAN125RP0002V01200405

WHEREAS the Insured Employer (hereinafter called Insured) named in the Schedule hereto has made or caused to be made to HDFC ERGO General Insurance Company Limited (hereinafter called COMPANY) a written proposal as stated in the Schedule hereto (warranting the truth of the statements contained therein) which is the basis of this contract and is deemed to be incorporated herein and has paid the Company the premium herein stated as consideration for insurance of risks hereinafter specified.

Now this Policy witnesseth that subject to the terms provisos, exclusions, conditions and definitions contained herein or endorsed or otherwise expressed hereon, the Company agrees to indemnify the insured against any direct pecuniary loss sustained by reason of any act of fraud/ dishonesty committed by any employee of the Insured (hereinafter called "the Employee") on or after the date of commencement of this policy, during the uninterrupted service of such Employee with the Insured and discovered during the continuance of this policy or within twelve calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee within twelve calendar months of such death,dismissal or retirement whichever of these events shall first happen.

PROVIDED ALWAYS THAT

1. The liability of the Company shall not exceed
   a. In respect of any employee the amount of guarantee stated against his/her name or against the relevant category of Employee in the Schedule.
   b. In respect of all claims under this policy the total amount of guarantee.
2. If this policy shall be continued to be kept in force for more than one period of indemnity or if any liability shall exist on the part of the Company under this Policy and also under any other policy issued by the Company in respect of fraud or dishonesty of the employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of periods of indemnity and for any number of acts of fraud or dishonesty committed by the employee shall not exceed the amount of guarantee hereunder or the amount of guarantee under any other such policy as aforesaid, whichever is greater.
3. The Company shall not be liable to pay more than one claim in respect of the acts of any one of the employees.
4. The loss shall have occurred in connection with occupation and duties of the employee with the Insured.

EXCLUSIONS

1. The Company shall not be liable in respect of losses arising elsewhere than in the Territorial Limits stated in the Schedule.
2. The Company shall not be liable for losses not sustained within a retroactive period not exceeding two years from the date of discovery of any such loss(es). It is understood that in such retroactive period the insurance was continuously in force with the company and the Company will not be liable to pay any claim in respect of loss sustained prior to the inception of the original policy. It is further understood that losses which become payable under this clause shall be subject to the terms, conditions, exclusions of the policy in force as on the date of discovery.
3. The company shall not be liable for consequential or indirect loss or damage which is not the direct result of insured perils, nor does the policy cover apprehended loss or damage or contractual liability

or legal liability of any kind.

4. The company shall not be liable for loss or damage attributable to willful acts or gross negligence on the part of the insured, Employee or any other person acting on their behalf.

TERRORISM DAMAGE EXCLUSION WARRANTY

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, 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 for such purposes.

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

DEFINITIONS

1. The term "Insured" wherever appeared in this policy means any person, partnership firm or any body of persons whether incorporated or not with whom the employee who is included in the schedule attached hereto has a valid and existing contract of service.
2. The term "Employee" wherever appearing in this policy means any person (other than a person whose employment is of a casual nature and who is employed otherwise than for the purpose of the Insured's trade or business) who has entered into a valid and existing contract of employment with insured.

CONDITIONS

The Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such meaning wherever it may appear.

1. On the discovery of any act of default or circumstances which may give rise to a claim, the insured shall:
   a. Forthwith or in any event within a period not exceeding 14 days, give written notice to the policy Issuing Office of the Company.
   b. Immediately take all steps to prevent further loss;
   c. Supply at the request of and free of expense to the Company all such proof, information and other evidence (verified by statutory declarations if so required) relating to the claim as the Company may require.
2. If the insured is or shall hereafter be guaranteed by any other person, society or company or hold other security or insurance against such loss as is hereby guaranteed, the Company shall only be liable to bear the loss rateable with such person, society or company or securities or insurance.
3. Any money of the Employee in the hands of Insured and any money which but for the Employee's dishonesty would have been due to the Employee from the Insured shall be deducted from the amount

otherwise payable under this policy. Any money recovered after the settlement of any claim shall be the property of the Insurance Company not exceeding however, the amount paid by the Company.

4. The Insured shall if and when required by the company but at the expenses of the company, use all diligence in prosecuting any of the employees to conviction for any act which such employee shall have committed and in consequence of which a claim has been made under the policy and shall at the company's expense give all information and assistance to enable the company to sue for and obtain reimbursement from any such employee by reason of whose acts or defaults a claim has been made or from the estate of such employee or money which the company shall have become liable to pay in respect thereof.
5. Unless the company be advised and the company's written approval be obtained by the insured, the company shall not be liable hereunder in the event of any change in the nature of the business of the insured or in the duties and condition of service of the employee or if remuneration of the employee be reduced or its basis altered or if the precautions stated to have been and which shall be undertaken by the Insured with regard to accounting be not duly followed, or if the insured shall continue to entrust an employee with money after having knowledge of any material fact that has a bearing on the honesty of the employee.
6. If required by the company, an agent of the company (insurer) shall in case of any loss to the insured be permitted at all reasonable times to examine into the circumstances of such loss and the insured shall on being required to do so by the company, produce all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the company in so far as they relate to such claims or will in any way assist the company to ascertain the correctness thereof or the liability of the company under this policy.
7. This policy shall be void and all premium paid hereon shall be forfeited to the company at the company's sole discretion in the event of misrepresentation misdescription or nondisclosure of any material fact or adoption of fraudulent means to obtain any benefit under this policy.
8. If any claim under this policy shall be in any respect of fraudulent of if any fraudulent means or device are used by the insured or any one acting on the insured's behalf to obtain any benefit under this policy, all benefits and rights under the policy shall be forfeited.
9. The company shall be entitled at its own expense and for its own benefit in the name of the insured to prosecute all claims and exercise all rights of action competent to the insured against the employee in respect of any act insured against in connection with which it may have made payment under this policy and the insured shall give to the company all such information and assistance as may be reasonably required for maintaining such claims or rights.
10. Cancellation:

    The Insured can cancel the policy at any time during the policy 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 Insured.

    The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.
11. The company shall not be bound to accept any renewal premium nor to give notice that such is due. Every renewal premium which shall be paid and accepted in respect of this policy shall be so paid and

accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the insured that may result in or have the effect of enhancing the risk of the company under the guarantee hereby given.

12. For the purpose of identifying employee, in all cases of change of residence or occupation or change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the insured to the Company providing all such details of the Employee to the Company.
13. The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to any contract of insurance but the receipt of the insured or his legal personal representative in respect of any amounts payable by the Company to the insured under this policy shall in all cases be an effectual discharge to the company.
14. In the event that any of the circumstances in relation to the conditions provided for herein and imposed on the Insured coming to the knowledge of any official of the company, the same shall not be notice to, or be held to bind or prejudicially affect the company notwithstanding subsequent acceptance of any premium.
15. The insured shall immediately give notice of any new recruitment of employee/s made or exit/s effected and pay such additional premium as the company may require.
16. The company may require the insured to maintain insurance cover to the full extent of the floater limit of guarantee as set out in the policy schedule in the event of a loss. The insured may be called upon by the company to pay prorate premium for the unexpired period from the date of a loss to the expiry of period of insurance upon settlement of such loss by the company. Alternatively, the Company may at it's sole discretion, deduct the said pro-rata premium from the claim amount payable.
17. Every notice and communication to the company required by this policy shall be in writing and be addressed to the corporate office of the company.
18. In any action, suit, or other proceedings where the company alleges that by reason of the provisions hereof, any loss or damage is not covered by this policy, the burden of proving that such loss or damage is covered shall be upon the insured.
19. The due observance and fulfillment of the terms, conditions, provisions and endorsements of this policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this policy.
20. The Insured agrees not to transfer or assign his interest in this policy unless the company consents to the transfer in writing.
21. It is hereby expressly agreed and declared that if the company disclaims liability to the insured for any claim made under this policy, and such claim is not, within 12 calender months from the date of such disclaimer, made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.
22. No sum payable under this policy shall carry any interest or penalty.
23. Where proposal forms are not received, information obtained from the insured whether orally or otherwise is captured in the cover note, if issued, and / or in the policy document. The Insured shall point out to the company, discrepancies, if any, in the information contained in the policy document within 15 days from the policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.

24. This policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in respect of any dispute arising hereunder.
25. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules, however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre - 022 6158 2020 / 022-6234 6234
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.
If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address:

To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management system - https://bimabharosa.irdai.gov.in
You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com , https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.
Grievance may also be lodged at IRDAI Integrated Grievance Management System https://igms.irda.gov.in

ANNEXURE A

Ombudsman Details

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

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 Email: oio.ahemdabad@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, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL **Office of the Insurance Ombudsman,** 1st floor,"Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR **Office of the Insurance Ombudsman,** 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461	Odisha.

/2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	
CHANDIGARH **Office Of The Insurance Ombudsman,** Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat 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: oio.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 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI **Office of the Insurance Ombudsman,** Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.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.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.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 Email: oio.jaipur@cioins.co.in	Rajasthan.
KOCHI **Office of the Insurance Ombudsman,** 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.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: oio.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: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, 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.
MUMBAI **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: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.

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: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, 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: oio.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: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE **Office of the Insurance Ombudsman,** 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.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."