HDFC ERGO Classic Directors & Officers Liability Insurance
UIN: IRDAN125RP0050V02200910

In consideration of payment of the premium referred to in Item 5 of the Schedule, and subject to the Schedule, limited° conditions, provisions and other terms of this policy, the Company agrees as follows:

Insuring Contracts

Directors and Officers Liability coverage Insuring Contract 1.

The Company shall pay on behalf of each of the Insured Persons all Loss for which the Insured Person is not indemnified by the Insured Organisation and which the Insured Person becomes legally obligated to pay on account of any Claim first made against him, individually or otherwise, during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring before or during the Policy Period.

Company Reimbursement Coverage Insuring Contract 2.

The Company shall pay on behalf of the Insured Organisation all Loss for which the Insured Organisation grants indemnification to each Insured Person, as permitted or required by law, which the Insured Person has become legally obligated to pay on account of any Claim first made against him, individually or otherwise, during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring before or during the Policy Period.

Spousal Liability Coverage 3.

If a Claim against an Insured Person includes a claim against the lawful spouse of such Insured Person solely by reason of such person's status as a spouse or such spouse's ownership interest in property which the claimant seeks as recovery for an alleged Wrongful Act of such Insured Person, all loss which such spouse becomes legally obligated to pay on account of such Claim shall be treated for purposes of this policy section as Loss which such Insured Person becomes legally obligated to pay on account of the Claim made against such Insured Person. All limitations, conditions, provisions and other terms of coverage applicable to such Insured Person's Loss shall also be applicable to such spousal loss. However, coverage shall not apply to the extent any Claim alleges any act or omission by an Insured Person's spouse.

Estates and Legal Representatives 4.

Subject otherwise to the limitations, conditions, provisions and other terms of this policy, coverage shall extend to Claims for the Wrongful Acts of Insured Persons made against the estates, heirs, legal representatives or assigns of Insured Persons who are deceased or against the legal representatives or assigns of Insured Persons who are incapacitated, insolvent or bankrupt.

Extended Reporting Period 5.

If this policy is terminated or not renewed for any reason other than non-payment of premium, then the Principal Organisation and the Insured Persons shalt have the right, upon payment of the additional premium set forth in Item 8(A) of the Schedule.

To an extension of the coverage granted by this policy for the period set forth in Item 8 (B) of the Schedule following the effective date of termination or non renewal, but only for any Wrongful Act occurring prior to the effective date of termination or non renewal. This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty (30) days following the effective date of termination or non renewal. Any Claim made during the Extended Reporting Period shall be deemed to have been made during the

immediately preceding Policy Period.

The offer of renewal term and conditions or premiums different from those in effect prior to renewal shall not constitute refusal to renew.

Exclusions 6.

Exclusions Applicable to Insuring Contracts 1 and 2.

The Company shall not be liable for Loss on account of any Claim made against any Insured Person:

a) based upon, arising from, or in consequence of any circumstance if written notice of such circumstance has been given under any policy of which this policy is a renewal or replacement and if such prior policy affords coverage (or would afford such coverage except for the exhaustion of its limits of liability) for such Loss, in whole or in part, as a result of such notice',

b) based upon, arising from, or in consequence of any demand, suit or other proceeding pending, or order, decree or judgment entered against any insurer on or prior to the Pending or Prior Date set forth in; (I) Item 9 of the Schedule or (ii) the Scheduled 'Outside Entity Endorsement, or the same or substantially the same facts underlying or alleged therein. However, (ii) above shall apply only to any Claim based upon, arising from or in consequence of the Insured Person's service in any Outside Directorship of an Outside Entity;

c) brought or maintained by or on behalf of any Insured, except:
   1. a Claim that is a derivative action brought or maintained on behalf of an Insured Organisation by one or more persons who are not Insured Persons and who bring and maintain the Claim without the solicitation assistance or participation of any Insured;
   2. an Employment Claim;
   3. a Claim brought or maintained by an Insured Person for contribution of indemnity, if the Claim directly results from another Claim covered under this policy
   4. a Claim that Is caused to be brought against the Insured Organisation pursuant to Chapter VI of the Indian Companies Act 1956, as amended;
   5. a Claim that is brought or maintained by or on behalf of any past Insured Persons;

   However, this exclusion (c) shall not apply to that part of Loss which constitutes Defence Costs, solely and entirely in a jurisdiction other than the United States of America, its territories and possessions, and subject to the substantive and procedural laws of a jurisdiction other than the United States of America, its territories and possessions.

d) based upon, arising from, or in consequence of any actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any superannuation, provident fund, pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing pensions, annuities or any other form of benefits to employees of an Insured Organisation. This includes but is not limited to an actual or alleged violation of The responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA), the Indian Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Indian Employees State Insurance Act, 1948, the Indian Payment of Bonus Act, 1955, the Indian Payment of Gratuity Act 1972, the Indian Maternity Benefits Act, the Indian Factories Act 1961 and amendments thereto or similar provisions of any country, territory, state or local statutory law or common law anywhere in the world;

e) for bodily Injury, sickness, disease or death of any person or damage to or destruction of any

tangible property including loss of use thereof:

f) Based upon, arising from, Of in consequence of:

1) the actual, alleged or threatened discharge, release, escape, seepage, migration, dispersal or disposal of Pollutants into or on real or personal property, water or the atmosphere; or

2) any direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or any voluntary decision to do so;

Including but not limited to any Claim for financial loss to the Insured Organisation, its security holders or its creditors based upon, arising from or in consequence of the matters described in (1) and (2) above.

However, this exclusion (f) shall not apply to Loss (i) which is on account of any Claim brought by any shareholder of the Insured Organisation In his capacity as such, whether in his own right or on behalf of the Insured Organisation, provided that such Claim is brought and maintained without the assistance, participation of solicitation of any Insured, and (ii) for which the Insured Organisation either is not permitted or required, or fails or refuses by reason of Financial Impairment to indemnify the Insured Person(s). For purposes of this exclusion, the memorandum or articles of association, certificate Of articles of incorporation and shareholder and board of directors resolutions of the Insured Organisation shall be deemed to provide indemnification to the Insured Person(s) to the fullest extent permitted by law; or

g) based upon, arising from, or in consequence of any actual or alleged violation 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) promulgated thereunder, and any other country, state, territory, local or provincial statute in the United States of America or Canada relating to securities, or any rules or regulations promulgated thereunder, all as amended.

Exclusions Applicable to insuring Contracts I Only 7.

The Company shall not be liable under Insuring Contract 1 for Loss on account of any Claim made against any Insured Person:

a) for an accounting of profits made from the purchase or sale by such Insured Person of securities of the Insured Organisation where such Insured Person has improperly benefited as a result of information that is not available to other sellers or purchasers of such securities:

b) based upon, arising from, or in consequence of any deliberately fraudulent act or omission or any wilful violation or breach of any statute or regulation by such Insured Person, if a judgment or other final adjudication adverse to the Insured Person establishes such a deliberately fraudulent act or omission or wilful violation: or

c) based upon, arising from, or in consequence of such Insured Person having gained in fact any personal profit, remuneration or advantage to which such Insured Person was not legally entitled.

Severability of Exclusions 8.

With respect to the Exclusions in sections 6 and 7 of this policy, no fact pertaining to knowledge possessed by any Insured Person shall be imputed to any other Insured Person to determine if coverage is available.

Limit of Liability And Deductible 9.

For the purposes of this policy, all Loss arising out of the same Wrongful Act and all Interrelated Wrongful Acts of any Insured Person shall be deemed one Loss and each Loss shall be deemed to have originated

in the earliest Policy Period in which a Claim is first made against any Insured Person alleging any such Wrongful Act or Interrelated Wrongful Acts.

The Company's maximum liability for each Loss, whether covered under Insuring Contract 1 or Insuring Contract 2 or both, shall be the Limit of Liability for each Loss set forth in Item 3(A) of the Schedule. The Company's maximum aggregate liability for all Loss on account of all Claims first made during the same Policy Period, whether covered under Insuring Contract I or insuring Contract 2 or both, shall be the Limit Liability for each Policy Period set forth in Item 3(B) of the Schedule.

The Company's liability under Insuring Contract 2 shall apply only to that part of each Loss which is in excess of the Deductible Amount set forth in Item 4 of the Schedule and such Deductible Amount shall be borne by the Insured Organisation uninsured and at their own risk.

If a single Loss is covered in part under Insuring Contract 1 and in part under insuring Contract 2, then the maximum Deductible Amount applicable to the Loss shall be the Insuring Contract 2 Deductible Amount set forth in Item 4 of the Schedule.

For purposes of this Section 9 only the Extended Reporting Period, if exercised, shall be part of and not in addition to the immediately preceding Policy Period.

Presumptive Indemnification 10.

If the Insured Organisation:

a) fails or refuses, other than for reason of Financial Impairment, to indemnify the Insured Person for Loss: and

b) is permitted or required to indemnity the Insured Person for such Loss pursuant to the memorandum or articles of association, certificate or articles incorporation, by-laws or constitution of the insured Organisation in effect of the inception of coverage hereunder, or any subsequently amended, restate, or superseding memorandum or articles of association, certificate or articles incorporation, by-laws or constitution which broaden the Insured Organisation's ability to indemnify the Insured Person, then, notwithstanding any other conditions, provisions or terms of this policy to the contrary, any payment by the Company of such Loss shall be subject to (i) 1h Insuring Contract 2 Deductible Amount set forth in item 4 of the Schedule and (ii) a of the Exclusions set forth in sections 6 and 7 of this policy.

For purposes of this section 10, the shareholder and board of director's resolutions of the Insured Organisation shall be deemed to provide indemnification for such Loss to the fullest extent permitted by such memorandum of articles of association certificate or articles of incorporation, by-laws or constitution.

Reporting, Notice and Claims Procedure 11.

The Insureds shall, as a condition precedent to exercising their rights under this policy, give to the Company written notice as soon as practicable of any Claim made against any of them for a Wrongful Act.

If during the Policy Period or Extended Reporting Period (if exercised) an Insured becomes award of circumstances which could give rise to a Claim and gives write notice of such circumstances to the Company, then any Claims subsequently arising from such circumstance(s) shall be considered to have been made during the Policy Period or the Extended Reporting Period in which the circumstances were first reported to the Company.

In order to make a Claim or to provide notice of circumstances, the Principle Organisation shall, pursuant to Section 23 and as a condition precedent to exercising any right under this Policy, provide a written notice of Claim or circumstances to the Company. This written notice shall include:

(1) a description of the Claim or circumstances;

(2) the nature of any alleged Wrongful Acts,
(3) the nature of the alleged or potential damage,
(4) the names of all actual or potential claimants,
(5) the names of all actual or potential defendants, and
(6) the manner in which such Insured first became aware of the Claim circumstances.

Written notice shall be provided to the Company at the Company's address as set forth in Section 12 of this policy.

In addition to and in support of the written notice of Claim or circumstances, the Insureds shall provide to the Company any and all documents relevant to such Claim or circumstances, including but not limited to internal or external records of any kind of correspondence, legal documents or other documents as the Company may deem necessary for handling of the Claim. The Insureds shall further extend to the Company such cooperation as the Company may reasonably require in the handling of the Claim.

Such complete written notice and supporting documentation shall form the basis of the Company's assessment of The Claim.

Notice 12.

Notice to the Company under this policy shall be given in writing to:

For Notice of Claim or circumstances which could give rise to Claim:

Claim Department

Attention: D&O Claim Manager

HDFC ERGO General Insurance Company Limited 5th Floor

Express Towers Nariman Point Mumbai 400 021 India

For All Other Notices

Attention: Executive Protection Manager

HDFC ERGO General insurance Company Limited 5th Floor

Express Towers Nariman Point Mumbai 400 021 India

Such notices shall be effective on the date of receipt by the Company at such address

Defence and Settlement 13.

Subject to this Section, it shall be the duty of the Insured Persons and not the duty of the Company to defend Claims made against the Insured Persons. The Insureds agree not to settle any Claim, incur any Defence Costs or otherwise assume any contractual obligation or admit any liability with respect to any Claim without the Company's written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, Defence Costs, assumed obligation admission to which it has not consented.

The Company shall have the right and shall be given the opportunity to effective associate with the Insureds in the investigation, defence and settlement, including but not limited to the negotiation of a settlement, of any Claim that appears reasonable likely to be covered in whole or in part by this policy.

The Insureds agree to provide the Company with all information, assistance and cooperation which the Company reasonably requests and agree that, in the event of Claim, the Insureds will do nothing that may prejudice the Company's position or 11 potential or actual rights of recovery.

Defence Costs are part of and not in addition to the Limits of Liability set forth in item 3 of the Schedule, and the payment by the Company of Defence Costs reduces such Limits of Liability.

The Company may make any investigation it deems necessary and may, with the written consent of the

Insured, make any settlement of a Claim it deems expedient.

Advancement of Defence Costs and Allocation 14.

If both Loss covered by this policy and loss not covered by this policy are incurred, either because a Claim against the Insured Persons includes both covered and uncovered matters or because a Claim is made against both an Insured Person and others, including the Insured Organisation. The insureds and the Company shall allocate such amount between covered Loss and uncovered loss based upon the relative legal exposures of such parties to such matters, if the Insureds and the Company agree on an allocation of Defence Costs the Company shall advance on a current basis Defence Costs allocated to covered Loss. If the Insureds and the Company cannot agree on an allocation:

(a) No presumption as to allocation shall exist in any arbitration, suit or other proceeding:

(b) The Company shall advance on a current basis Defence Costs which the Company believes to be covered under this policy until a different allocation negotiated or judicially determined;

Any negotiated or judicially determined allocation of Defence Costs on account of a Claim shall be applied retroactively to all Defence Costs on account of such Claim, notwithstanding any prior advancement to the contrary. Any allocation of advance- ment of Defence Costs on account of a Claim shall not apply to or create any presumption with respect to the allocation of other Loss on account of such Claim.

Other Insurance 16.

If any Loss arising from any Claim made against any Insured Person is insured under any other valid policy(ies), prior or current, then this policy shall cover such Loss, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such Loss is in excess of the amount of payment from such other insurance whether such other insurance is stated to be primary, contributor excess, contingent or otherwise, unless such other insurance is written only as special excess insurance over the Limits of Liability provided in this policy.

Multiple policies involving Bank or other lending or financing entity –

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk

Changes In Exposure Acquisition or Creation of Another Organisation 17.

If the Insured Organisation: (I) acquires securities or voting rights in another organisation or creates another organisation, which as a result of such acquisition or creation becomes a Subsidiary, or (ii) acquires any organisation by merger into or consolidation with an Insured Organisation, then such organisation and its Insured Persons shall be Insureds under this policy on different limitations, conditions, provisions or other terms as the Company deem appropriate, and only with respect to Wrongful Acts occurring after such acquisition or creation unless the Company agrees, after presentation of a complete propose and all appropriate information, to provide coverage by endorsement for Wrongful Acts occurring prior to such acquisition or creation.

If the fair value of all cash, securities, assumed indebtedness and other consideration paid by the Insured Organisation for any such acquisition or creation exceeds 10% of the total assets of the Principe' Organisation as reflected in the Principal Organisation's most recent audited consolidated financial

statements, or the acquired or created Organisation has any of its securities listed on any exchange in the United States of America, then the Principal Organisation shall give written notice of such acquisition or creation to the Company as soon as practicable together with such information as the Company may require and shall pay any reasonable additional premium required by the Company and shall be subject to any different limitations, conditions, provisions or other terms as the Company deems appropriate.

Acquisition of Principal Organisation by Another Organisation 18.

If (i) the Principal Organisation merges into or consolidates with another organisation, or (ii) another organisation or person or group of organisation and/or persons acting in concert acquires shares or voting rights which result in ownership or voting control by the other organisation(s) or person(s) of more than 50% of the Issued shares representing the present right to vote for the election of directors of the Principal Organisation, then coverage under this policy shall continue until termination of this policy, but only with respect to Claims for Wrongful Acts occurring prior to such merger, consolidation or acquisition. The Principal Organisation shall give written notice of such merger, consolidation or acquisition of the Company as soon as practicable together with such information as the Company may require.

Cessation of Subsidiaries 19.

In the event an organisation ceases to be a Subsidiary, coverage with respect to such Subsidiary and its Insured Persons shall continue until termination of the policy or any renewal or replacement thereof, but only with respect to Claims for Wrongful Act occurring prior to the date such organisation ceased to be a Subsidiary.

Outside Directorships 20.

(a) Coverage under this policy shall automatically apply to any Outside Directorship for any (i) Scheduled Outside Entity where such Outside Directorship Is specified in a Scheduled Outside Entity Endorsement to this policy or any policy of which this policy is a renewal, or any policy of which this policy Is one of a continuous series of renewals, and (ii) Non-Profit Outside Entity, subject to all limitations, conditions. Provisions and other terms of this policy.

(b) Coverage under this policy for any other Outside Directorships notified in the proposal form is subject to:
   (1) Receipt of the most recent audited financial statements and annual reports for each proposed outside entity;
   (2) Receipt of any other information the Company may require; and
   (3) Acceptance In writing by the Company of each Outside Directorship.

   Such coverage shall be subject to the limitations, conditions, provisions and other terms of this policy, and shall not become effective until the effective date of the Scheduled Outside Entity Endorsement and the payment of any additional premium required by the Company.

(c) If during the Policy Period, coverage is sought for any other Outside Directorship then coverage shall automatically apply to such Outside Directorship for a period of ninety (90) days from commencement of such Outside Directorship. Any coverage beyond such ninety (90) days shall be subject to:
   (1) Receipt of an Outside Directorship Proposal Form;
   (2) Receipt of the most recent audited financial statements and annual reports for each proposed outside entity;
   (3) Receipt of any other information the Company may require; and

(4) Acceptance in writing by the Company of each Outside Directorship.

Such coverage shall be subject to the limitations, conditions, provisions and other terms of this policy, and shall not become effective until the effective date of the Scheduled Outside Entity Endorsement and the payment of an additional premium required by the Company.

(d) Any coverage under this policy for any Outside Directorship shall be subject to the following:

(1) Such coverage shall not be available under insuring contract 2. To the Outside Entity in which such Outside Directorship is held or under insuring contract 1 to any of the other directors, officers, trustees, governors, secretaries, individuals in equivalent positions or employees of such Outside Entity:

(2) such coverage shall be specifically excess of any other insurance specified in the proposal form (which shall form part of this policy) for the proposed Outside Entity or any other indemnity available from the Outside Entity to such Insured Person by reason of serving in such Outside Directorship;

(3) Such coverage shall not be available for Loss on account of any Claim made against such Insured Person;

(e) brought or maintained by or on behalf of any Insured, the Outside Entity, or one or more of the Outside Entity's directors, officers, trustees, governors, secretaries or individuals in equivalent positions, except:

(1) a Claim that is a derivative action brought or maintained on behalf of an Outside Entity by one or more persons who are neither Insured Persons serving in an Outside Directorship with the Outside Entity nor directors, officers, trustees, governors, secretaries or individuals in equivalent positions, with the Outside Entity, and who bring and maintain the Claim without the solicitation, assistance or participation of any Insured;

(2) a Claim brought or maintained by an Insured Person serving in an Outside Directorship with the Outside Entity or one or more of the Outside Entity's directors, officers, trustees, governors, secretaries or individuals in equivalent position, in connection with any actual or alleged wrongful dismissal, denial of natural justice relating to wrongful termination, discharge or termination of employment, breach of any oral or written employment contract or quasi-employment contract, employment-related misrepresentation, violation of employment discrimination laws (including workplace and sexual harassment), wrongful failure to employ or promote, wrongful discipline, wrongful deprivation of a career opportunity, failure to grant tenure, negligent evaluation. invasion of privacy. employment- related defamation or employment-related wrongful infliction of emotional distress of such Insured Person, directors, officers, trustees, governors, secretaries or individuate in equivalent positions;

(3) a Claim for contribution or indemnity brought or maintained by an Insured Person serving in an Outside Directorship with the Outside Entity by one or more of the Outside Entity's directors, officers, trustees, governors, secretaries or individuals in equivalent positions, if the Claim directly results from another Claim covered under this policy, or

(4) a Claim that is caused to be brought in the name of the Outside Entity pursuant to Chapter VI of the Indian Companies Act, 1956, as amended.

(f) based upon, arising from or in consequence of a Claim brought or maintained by or on behalf of any individual or entity directly or beneficially owning 15% or more of the Issued share capital,

outstanding common shares or voting rights representing the present right to vote for election of directors of such Outside Entity; or

(g) for Wrongful Acts occurring after the date such Insured Person ceases to serve in the Outside Directorship.

Territory 21.

Coverage shall extend anywhere in the world.

Choice of Law and Jurisdiction 22.

The construction, interpretation, meaning and enforcement of the provisions of this policy shall be determined in accordance with and governed by the laws of India. Except as set forth in Section 15 of this policy, any disputes relating to the construction, interpretation, meaning and enforcement of this policy shall be submitted to the exclusive jurisdiction of the Indian courts.

Authorisation Clause 23.

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

Valuation and Foreign Currency 24.

All premiums, retentions, Loss and other amounts under this policy are expressed and payable in Indian currency. Except as otherwise herein provided, if judgment is rendered, settlement is denominated, or any element of Loss under this policy is stated, in a currency other than Indian Rupees, then payment under this policy shall be made in Indian Rupees at the cash rate of exchange for the purchase of Indian Rupees published by the Reserve Bank of India on the date the final judgment is reached, the amount of the settlement is agreed upon or any element of Loss is due, respectively.

Subrogation 25.

In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the Insured's rights of recovery, and the Insured shell execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit in the name of the Insured.

Bankruptcy 26.

Bankruptcy, winding-up or insolvency of an Insured or of the estate of an Insured shall not relieve the Company of its obligations nor deprive the Company of its rights under this policy.

Alteration and Assignment 27.

No change in, modification of, or assignment of interest under this policy shalt be effective except when made by a written endorsement to this policy which is signed by an Authorised Employee of the Company.

Cancellation 28.

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.

Termination of Prior Policies 29.

Any policies issued by the Company or its affiliates and specified In Item 11 the Schedule of this policy

shall terminate, if not already terminated, as of the inception date of this policy.

Representations and Severability 30.

In granting coverage to any one of the Insureds, the Company has relied upon the declarations and statements which are contained in or constitute the written propose for this policy. All such declarations and statements are the basis of such coverage and shall be considered as incorporated in and constituting part of this policy.

Such written proposal for coverage shall be construed as a separate proposal for coverage by each of the Insured Persons. With respect to the declarations and statements contained in such written proposal for coverage, no statement in the proposal or knowledge possessed by any Insured Person shall be imputed to another Insured Person for the purpose of determining if coverage is available

Conformity 31.

The provisions of this policy shall be read subject to the provisions of any statute governing construction of this policy and If the provisions of this policy are inconsistent with the statute then the provisions of this policy shall be deemed to be amended so as to comply with the statute.

Fraud 32.

(A) Any person who, knowingly and with intent to defraud the Company or other person, files a proposal for Insurance containing any false information, conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act which will render file policy voidable at the Company's sole discretion and result in a denial insurance benefit.

(B) If a Claim is in any respect fraudulent, or if any fraudulent or false plan specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation Is produced, or any fraudulent means or devices are used by the Insured Person, Insured Organisation, Principal Organisation, policyholder, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this policy, or it any false statutory declaration is made or used In support thereof, or If loss Is occasioned by or through the procurement or with the knowledge or connivance of the Insured Person, Insured Person, Insured Organisation, Principal Organisation, policyholder, beneficiary, claimant or other person, then all benefits under this policy are forfeited.

Definitions 33.

When used in this policy:

Claim means:

(1) a written demand for monetary damages;

(2) a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading;

(3) a criminal proceeding commenced by a summons or charge; or

(4) a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, against any Insured Person for a Wrongful Act, including any appeal therefrom.

Defence Costs means that part of Loss consisting of reasonable costs, charges, fee (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employee of the Insured Organisation) incurred in defending or investigating Claims and the premium for appeal, attachment or similar bonds.

Employment Claim means a Claim which is brought and maintained by or on behalf of any past, present or

prospective employee of the Insured Organisation, against an Insured Person for any Wrongful At in connection with any actual or alleged wrongful dismissal, denial of natural justice relating to wrongful termination, discharge or termination of employment, breach of any or or written employment contract, quasi- employment centred, employment-related misrepresentation, violation of employment discrimination laws (including workplace and sexual harassment wrongful failure to employ or promote, wrongful discipline, wrongful deprivation of career opportunity, failure to grant tenure, negligent evaluation, invasion of privacy employment-related defamation or employment-related wrongful infliction of emotion distress,

Financial Impairment means the status of the Insured Organisation resulting from the appointment by any state or central agency, tribunal or court of any receiver or manager, including but not limited to a receiver appointed by the court under Order Rule (1) of the Indian Code of Civil Procedure 1908, as amended, judicial manage administrator, conservator, liquidator, including but not limited to any liquidator appointed under Sections 449 and 450 of the Indian Companies Act, 1956, as amended, trustee, rehabilitator or similar official to take control of, supervise, administered manage or liquidate the Insured Organisation, or (ii), the Insured Organisation becoming a debtor in possession, or (iii) a reference being made to the Board Industrial and Financial Reconstruction under the provisions of the Indian Sick Industries Companies (Special Provisions). Act, 1985 as amended.

Insured, either in the singular or plural, means the insured Organisation and Insured Person.

Insured Capacity means the position or capacity designated in the definition Insured Persons, but shall not include any position or capacity in any organisation other than the Insured Organisation or any Non-Profit Outside Entity, even if Insured Organisation directed or requested the insured Person to serve in such other position or capacity, unless such position is approved by an Authorised Employee of the Company and included by Scheduled Outside Entity Endorsement attached to the policy.

Insured Organisation means, collectively, those organisations designated in Item 6 the Schedule and any Subsidiary.

Insured Person means any past, present or future:

(a) director, officer, secretary or a person employed in an executive capacity of the Insured Organisation;
(b) receiver and manager of property of the Insured Organisation;
(c) liquidator of the Insured Organisation:
(d) trustee or other person administering a compromise or arrangement between the Insured Organisation and another person or other persons; and
(e) employee of the Insured Organisation, provided, however, that covers provided to any employee pursuant to this definition shall apply only to Employment Claim.

Interrelated Wrongful Acts means all causally connected Wrongful Acts.

Legal Representation Expenses means that part of Loss consisting of cost, charges, fees and expenses (other than regular or overtime wages, salaries or fees the directors, officers or employees of the Insured Organisation) Incurred with the prior written consent of the Company (which shall not be unreasonably withheld) an arising out of the attendance by an Insured Person at any formal administrative (investigative inquiry by a government body or other institution or professional body that is empowered by statute to investigate the affairs of an Insured Person or the insured Organisation.

Loss means the total amount which any Insured Person becomes legally obligated to pay on account of

each Claim and for all Claims in each Policy Period and the Extended Reporting Period, if exercised, made against them for Wrongful Acts for which coverage applies, including, but not limited to, damages, judgments, settlement costs, Defence Costs and Legal Representation Expenses. Loss does not include:

(i) any amount not indemnified by the Insured Organisation for which to Insured Person is absolved from payment by reason of any covenant, agreement or contract order.

(ii) any amount incurred by the Insured Organisation (Including Its board of directors or any committee of the board of directors) in connection with the investigation or evaluation of any Claim or potential Claim by or on behalf of the Insured Organisation:

(iii) fines or penalties imposed by law or the multiple portion of any multiple damages award. However, fines, penalties or multiplied damage awards shall not include punitive or exemplary damages in any Claim other than an Employment Claim if such damages are insurable under the law pursuant to which this policy is construed. The law of jurisdiction most favourable to the insurability of those damages shall control for the purpose of resolving any dispute between the Company and the Insured regarding whether such damages are insurable provided that such jurisdiction is where:

  (1) those .damages were awarded or Imposed;

  (2) any Wrongful Act occurred for which such damages were awarded or imposed;

  (3) any Insured Organisation Is incorporated or has Its principal place business;

  (4) the Company is incorporated or has its principal place of business; or

(iv) Matters uninsurable under the law pursuant to which this policy is construed.

Non-Profit Outside Entity means any not for profit organisation permitted to be registered under Section 25 of the Indian Companies Act, 1956, as amended, an society registered under the Indian Societies Registration Act, 1860, as amended, an public trust registered under the Bombay Public Trusts Act 9050, as amended, c similar provisions of law governing public trusts in any State in India.

Outside Directorship means the position of director, officer, trustee, governor, councilor, secretary or equivalent position held by an Insured Person in an Outside Entity if service in such position was with the knowledge and consent or at the request of the Insured Organisation.

Outside Entity means a Non-Profit Outside Entity or a Scheduled Outside Entity.

Principal Organisation means the organisation designated in Item 1 of the Schedule,

Policy Period means that period of time specified in Item 7 of the Schedule subject to prior termination in accordance with Section 28, If this period is less than or greater than one (1) year, then the Limits of Liability specified in the Schedule of this policy shall be the Company's maximum limit of liability under this policy for the entire period.

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

Scheduled Outside Entity moans any organisation listed in a Scheduled Outside Entity Endorsement to this policy.

Subsidiary, either in the singular or plural, means any organisation in which more than 50% of the issued

shares or voting rights representing the present right to vote fa election of directors is owned or controlled, directly or indirectly, in any combination, by one or more Insured Organisations.
Wrongful Act means any error, misstatement, misleading statement, act, omission neglect, breach of duty, or breach of trust committed, attempted, or allegedly committed or attempted, by an Insured Person, individually or otherwise, in his Insured Capacity or any matter claimed against him solely by reason of his serving in such Insured Capacity.
For the purposed of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

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 - 120 6234 6234 / 022-6234 6234
- Emails – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 | Email ID: seniorcitizen@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.html 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 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	Odisha.
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,	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).

Chennai – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	
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	Districts of Uttar Pradesh : Lalitpur, Jhansi,

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	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."

For updated list of Insurance Ombudsman details including Name, Address and jurisdiction, kindly visit: https://irdai.gov.in/ombudsman
Alternatively, you can also access the details by visiting: https://www.coins.co.in/Ombudsman