KIDNAP/RANSOM & EXTORTION POLICY
UIN: IRDAN125RP0001V01200809

In consideration of payment of the premium and realisation and subject to the terms of this policy, the Company and the Insured agree as follows:

Coverage

1. The Company will provide insurance cover as set out in those of Insuring Clauses 1, 2, 3 and 4 for which Limits of Liability are stated in Item 2 of the Schedule and, where Benefit Amounts are stated in Items 3 (i) and (v) of the Schedule, will provide insurance cover as set out in Insuring Clause 5.

Insuring Clauses

2. Kidnapping and Extortion Insuring Clause 1
   The Company shall reimburse the Principal Organisation for money or property surrendered as ransom by an Insured Organisation as a result of a Kidnapping, Extortion or Cyber Extortion which commences during the Policy Period.
3. Lost Ransom Insuring Clause 2
   The Company shall reimburse the Principal Organisation for money or property which is intended as ransom in respect of a Kidnapping, Extortion or Cyber Extortion which commences during the Policy Period and which money or property is destroyed, disappears, is confiscated or is criminally taken while in the custody of a person authorised by an Insured Organisation.
4. Expenses Insuring Clause 3
   The Company shall reimburse the Principal Organisation for Expenses paid by an Insured Organisation resulting directly from a Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion or Political Threat which commences during the Policy Period.
5. Legal Liability Insuring Clause 4
   The Company shall pay, on behalf of each Insured Organisation, Legal Liability Loss.
6. Bodily Injury Insuring Clause 5
   The Company shall, for a Bodily Injury resulting directly from, and sustained during, a Kidnapping, Hijacking, or Wrongful Detention which commences during the Policy Period, pay the relevant Benefit Amount for the Bodily Injury.

Definitions Not Specific to Bodily Injury

7. When used in bold type in this policy: Claim means:
   (a) any written demand for monetary damages or non- pecuniary relief;
   (b) any civil proceeding; or
   (c) any mediation or alternative dispute resolution proceeding; made against an Insured Organization by an Insured Person, including any appeal there from, alleging negligence or incompetence:
      i. in the hostage retrieval operations or negotiations relating to a Kidnapping,Hijacking, or Wrongful Detention of, or Extortion (as described in subparagraph (a) of the definition of Extortion) relating to, that Insured Person; or
      ii. in failing to prevent a Kidnapping, Hijacking or Wrongful Detention of, or Extortion (as described in subparagraph (a) of the definition of Extortion)relating to, that Insured Person, where that Kidnapping, Hijacking,Wrongful Detention or Extortion commences

during the Policy Period.

Computer System means a computer or network with its input, output, processing, storage and communication facilities.

Cyber Extortion means a threat made solely and directly against an Insured Organisation by a person or group to:

(a) alter, damage, destroy or render unusable any Data owned by that Insured Organisation or for which that Insured Organisation is legally liable; or

(b) disseminate, divulge or utilise a Record; by the unauthorised input into a Computer System of Instructions, where:

(i) that person or group has obtained, or claims to have obtained, unauthorised access to that Computer System and is demanding payment in exchange for the mitigation or removal of such threat; and

(ii) the Insured Organisation has, prior to surrender of money or property as ransom as a result of such threat or, if earlier, prior to destruction,disappearance, confiscation or criminal taking money or property intended as ransom in respect of such threat, conducted a reasonable investigation and reasonably determined that such threat is technologically credible.

All such threats:

(i) related by a common committed, attempted or threatened act; or

(ii) made contemporaneously against the same Insured Organisation or involving the same Data, Record or Instructions; or

(iii) made by the same person or group, shall be deemed to be a single Cyber Extortion commencing at the time of the first such threat.

Data means information, concepts or instructions processed and stored in a Computer System.

Defence Costs means that part of Legal Liability Loss consisting of reasonable costs, charges and fees (including but not limited to legal counsels' and experts' fees) incurred in defending or investigating a Claim (other than internal corporate expenses of an Insured Organisation); Defence Costs shall also include the reasonable premium (not including collateral) for a bond or other financial instruments which are required in order to institute an appeal but without any obligation to furnish or procure such instruments or bonds.

Employee means any natural person in the regular service (whether permanent, temporary, full-time, part-time or seasonal) of an Insured Organisation during the Policy Period whom such Insured Organisation compensates by salary, wages or commissions or who is an unpaid volunteer and whom such Insured Organisation has the right to govern in the performance of such service. Employee also includes a natural person who is an Executive, but such person shall only be an Employee at such times when that person is performing acts within the scope of the usual duties of an Employee.

Employee does not include any person, other than an unpaid volunteer, who is not on an Insured Organization's payroll.

Excluded Country means a country which is stated in Item 6 of the Schedule and which is not declared in writing by the Principal Organisation in its proposal for this insurance as a country which

an Insured Person might travel to during the Policy Period.

Executive means any natural person who is:

(a) a duly elected officer or appointed member of the board of directors, board of trustees or equivalent governing board of an Insured Organisation; or

(b) an in-house general counsel of an Insured Organisation.

Executive also includes a partner in an Insured Organisation, but such person shall only be an Executive at such times when that person is engaged in the regular service of such Insured Organisation.

Executive does not include external auditors of an Insured Organisation and does not include any liquidator, receiver, administrator, supervisor or other insolvency office-holder of an Insured Organisation or of an Insured Organisation's assets.

Expenses means:

(a) the reasonable cost of any of the following incurred in connection with a Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion, or Political Threat (but excluding the cost of (v), (vi) and (vii) of the following where incurred solely in connection with Cyber Extortion):
   (i) a negotiator or consultant who is independent of the Insured's;
   (ii) a public relations consultant who is independent of the Insured's;
   (iii) travel and accommodation of an Insured Person;
   (iv) legal advice (other than Defence Costs) from a person who is independent of the Insured's;
   (v) security guard services for up to fifteen days from a person who is independent of the Insured's (provided that, with respect to such services incurred in connection with any Political Threat, the Insured Organisation shall bear uninsured and at its own risk 25% of the cost of such services,and the Company shall only be liable for the remaining 75% of the cost of such services);
   (vi) advertising, communications and recording equipment;
   (vii) a forensic analyst who is independent of the Insured's;
   (viii) assessment of the Extortion or Political Threat by a security consultant who is independent of the Insured's;
   (ix) assessment of the Cyber Extortion by a computer network security consultant who is independent of the Insured's;
   (x) interest on a loan taken out by an Insured Organisation to obtain money or property to be surrendered as ransom as a result of the Kidnapping, Extortion or Cyber Extortion;
   (xi) a reward paid by an Insured Organisation to a natural person who provides information not otherwise available leading to the arrest and conviction of any person responsible for the Kidnapping, Hijacking,Wrongful Detention, Extortion or Cyber Extortion;
   (xii) the salary, wages, bonuses, commissions, health benefits, welfare benefits and pension benefits which an Insured Organisation continues to pay an Employee from the time the Kidnapping, Hijacking or Wrongful
   Detention of that Employee starts until expiry of thirty days after that Employee is released or suffers Loss of Life or, if earlier, expiry of sixty months after the Kidnapping, Hijacking or Wrongful Detention began (but only to the extent of the rate of salary etc. that that Employee was entitled to at the start of the Kidnapping, Hijacking or Wrongful Detention);

(xiii) the salary, wages, bonuses, commissions, health benefits, welfare payments and pension benefits which an Insured Organisation pays a newly hired natural person to do the work of an Employee following the Kidnapping, Hijacking or Wrongful Detention of that Employee from the time the Kidnapping, Hijacking or Wrongful Detention starts until expiry of thirty days after that Employee is released or suffers Loss of Life or, if earlier, expiry of sixty months after the Kidnapping,Hijacking or Wrongful Detention began (but only to the extent of the rate of salary etc. that Employee was entitled to at the start of the Kidnapping, Hijacking or Wrongful Detention);

(xiv) pecuniary loss which an Insured Person sustains as the result of that Insured Person's inability to attend to personal financial matters solely because of the Kidnapping, Hijacking or Wrongful Detention of that Insured Person;

(xv) medical, cosmetic, psychiatric or dental treatment of an Insured Person necessitated by the Kidnapping, Hijacking or Wrongful Detention of that Insured Person;

(xvi) up to thirty days' rest and rehabilitation, including meals and recreation,taken within twelve months following an Insured Person's release;

(b) Recall Expenses;

(c) other reasonable expenses incurred by an Insured Organisation with the Company's prior written consent.

Extortion means a threat made solely and directly against an Insured Organisation by a person or group to:

(a) commit a Kidnapping of, do bodily harm to, or wrongfully abduct or detain any Insured Person;

(b) damage or destroy any tangible property owned or leased by an Insured Organisation;

(c) damage or destroy any tangible property for which an Insured Organisation is legally liable and which is located on the Premises;

(d) contaminate any product manufactured or distributed by an Insured Organisation;

(e) to make known to persons outside all Insured Organisations that a product manufactured or distributed by an Insured Organisation has been contaminated or is the subject of a threat to contaminate it;

(f) disseminate, divulge or utilise any Proprietary Information;

where that person or group is demanding payment in exchange for the mitigation or removal of such threat.

All such threats:

(i) related by a common committed, attempted or threatened act; or

(ii) made contemporaneously against the same Insured Organisation or with regard to the same Insured Person, Property, Proprietary Information, product or type of product; or

(iii) made by the same person or group, shall be deemed to be a single Extortion commencing at the time of the first such threat.

Hijacking means the unlawful detention, other than a Kidnapping, of an Insured Person by violence or threat of violence by a person or group, where such unlawful detention:

(a) commences while that Insured Person is travelling in an aircraft,watercraft or motor vehicle and lasts for more than four hours; or

(b) commences while that Insured Person is travelling in an aircraft or watercraft and results in that Insured Person's Loss of Life.

Instructions means an ordered set of coded information that, when executed by a Computer System, causes such Computer System to process Data or perform one or more operations.

Insured means a person who is an Insured Organisation or an Insured Person.

Insured Organisation means an entity which is the Principal Organisation or any Subsidiary.

Insured Person means a natural person who is:

(a) an Employee;
(b) a Relative;
(c) physically at the home of an Employee as a person employed in that Employee's household;
(d) physically at the home of an Employee as a guest or residing therewith the consent of that Employee;
(e) physically on the Premises of an Insured Organisation as a guest or customer;
(f) travelling in an aircraft, watercraft or motor vehicle with an Employee and as a customer or guest of an Insured Organisation; or
(g) temporarily retained by an Insured Organisation to deliver money or property as ransom.

Kidnapping means:

(a) a wrongful abduction and detention of an Insured Person, against their will or by deception, by a person or group demanding payment by an Insured Organisation in exchange for the release of that Insured Person; or
(b) a claim by a person or group demanding such a payment, to have carried out such a wrongful abduction and detention.

Legal Liability Loss means the amount which an Insured Organisation becomes legally obligated to pay on account of any Claim including:

(i) Defence Costs;
(ii) awards of damages or orders made by any court or tribunal to pay compensation;
(iii) judgments;
(iv) sums payable due to any settlements to which the Company has consented;
(v) punitive, exemplary or aggravated damages unless the Company is legally prohibited from paying such damages in the jurisdiction where the Claim is determined;
(vi) the multiple portion of any multiplied damages award unless the Company is legally prohibited from paying such damages in the jurisdiction where the Claim is determined;
(vii) awards of claimant's costs; and
(viii) pre-judgment and post-judgment interest.

Legal Liability Loss does not include:

(i) matters for which the Company is legally prohibited from indemnifying the Insured Organisation under the laws of India other than to the extent covered pursuant to paragraphs (e) and (f) above; or
(ii) fines or penalties imposed by law.

Loss means destruction, disappearance, confiscation or criminal taking.

Principal Organisations means the entity stated in Item 1 of the Schedule

Policy Period means the period of time stated in Item 5 of the Schedule but subject to prior termination when cover terminates in accordance with Section 29 below.

Political Threat means a politically motivated threat made solely and directly against an Insured Organisation, to do bodily harm to an Employee or a Relative, by a person or group:

(a) acting as agent of, or with tacit approval of, any government or governmental entity; or
(b) acting, or purporting to act, on behalf of any political terrorist or in surgent organisation.

All such threats:

(i) related by a common committed, attempted or threatened act; or
(ii) made contemporaneously with regard to the same Employee or Relative; or
(iii) made by the same person or group shall be deemed to be a single Political Threat commencing at the time of the first such threat.

Premises means buildings or locations occupied by an Insured Organisation in conducting its business.

Proprietary Information means confidential information of an Insured Organisation, unique to its business, and which is protected by physical or electronic control or other reasonable efforts to prevent it being disclosed.

Recall Expenses means:

(a) reasonable transportation expenses; and
(b) other reasonable expenses for which the Company has given prior written consent; incurred by an Insured Organisation in the withdrawal, physical inspection or destruction of products manufactured or distributed by that Insured Organisation which are the subject of a threat to contaminate, but excluding:
    (i) refunds for, the value of, or the cost of replacing such products; and
    (ii) expenses which, even in the absence of such threat, would be, or would need to be, incurred in such withdrawal, physical inspection or destruction because of a known or suspected defect or lack of quality or because of any other reason.

    Record means an Insured Organisation's information about its relationship with a customer which is not publicly available and is stored in an electronic medium, provided that such information is protected by electronic control to prevent it being disclosed.

    Relative means an Employee's spouse or domestic partner, sibling, ancestor, spouse's ancestor, lineal descendant or lineal descendant's spouse. Lineal descendants include adopted children, foster children and stepchildren. Ancestors include adoptive parents and stepparents.

Subsidiary means a company which an Insured Organisation either directly or indirectly controls through:

(a) holding a majority of the voting rights;
(b) the right to appoint or remove a majority of its board of directors; or
(c) controlling alone, pursuant to a written agreement with other shareholders, a majority of the voting rights therein.

    Wrongful Detention means the wrongful detention, other than a Kidnapping or Hijacking, of an Insured Person against their will by a person or group for a period of at least twenty-four hours.

Bodily Injury Definitions

8. When used in bold type in this policy:

    Bodily Injury means Loss of Life, Loss of Eye, Mutilation, Loss of Speech and/or Hearing or Loss of Use sustained by an Insured Person which:

    a) is sudden, unforeseen, unexpected and independent of any illness, disease or other bodily malfunction of that Insured Person; and
    b) happens by chance and arises from a source external to such Insured Person.

    Loss of Life means death. An Insured Person who is the victim of a Kidnapping, Hijacking or

Wrongful Detention shall be deemed dead in the event that there is no communication from that Insured Person or those responsible for the Kidnapping, Hijacking or Wrongful Detention for a period of two years following the latest of:

(i) the Kidnapping, Hijacking or Wrongful Detention;

(ii) the last communication from that Insured Person; and

(iii) the last communication from those responsible for that Kidnapping, Hijacking or Wrongful Detention.

Loss of Eye means the permanent and irrecoverable loss of sight in one eye to the extent that the degree of sight after correction remaining in that eye is 3/60 or less on the Snellen scale.

Loss of Speech and/or Hearing means the total, permanent and irrecoverable loss of hearing in both ears and/or the total, permanent and irrecoverable loss of speech.

Loss of Use means the total, permanent and irrecoverable loss of use of a foot, of a hand or of a thumb and index finger.

Mutilation means the permanent and irrecoverable loss by physical severance of an entire finger, toe, ear, nose or genital organ.

Exclusions

9. The Company shall not be liable:

a) to reimburse for a surrender or Loss of money or property or for Expenses, to pay Legal Liability Loss or to pay in respect of Bodily Injury sustained where the Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion, or Political Threat concerned involves any fraudulent, dishonest or criminal act of an identifiable Employee or where the surrender, Loss,Expenses, Legal Liability Loss or Bodily Injury involves any fraudulent, dishonest or criminal act of an identifiable Employee;

b) to reimburse for a surrender or Loss of money or property or for Expenses where an Insured Person suspected or believed by an Insured Organisation to be the subject of a Kidnapping, Hijacking, Wrongful Detention, Extortion, or Political Threat has acted fraudulently, whether alone or in collusion with others, and the Insured Organisation has not, prior to the surrender or Loss or prior to the incurring of Expenses, made reasonable efforts to determine that such Kidnapping, Hijacking, Wrongful Detention, Extortion or Political Threat is genuine;

c) to reimburse for money or property surrendered, or for a Loss of money or property intended to be surrendered, as ransom by or on behalf of an Insured Person unless, pursuant to Section 21.(a) below, that money or property is deemed to be money or property surrendered, or intended to be surrendered,by an Insured Organisation;

d) to reimburse for loss of income not realised as the result of a Kidnapping,Hijacking, Wrongful Detention, Extortion, Cyber Extortion, or Political Threat;

e) to reimburse for Expenses, pay Legal Liability Loss, or pay in respect of Bodily Injury sustained, arising from Wrongful Detention or Political Threat which is due to:

(i) any violation by an Insured of the law of the country where the Wrongful Detention takes place or of the country by or on behalf of whose government or governmental entity the Political Threat is made; or

(ii) failure of an Insured to procure or maintain proper immigration, work, residence or similar visas, permits or other documentation;

f) to reimburse for loss sustained by one Insured to the advantage of any other Insured;

g) to reimburse for loss resulting from fraud by an Insured Person, whether acting alone or in collusion with others, allegedly sustaining Bodily Injury;

h) to reimburse for a surrender or Loss of money or property or for Expenses, to pay Legal Liability Loss or to pay in respect of a Bodily Injury sustained:

(i) which arises from a Kidnapping or Wrongful Detention which commences in an Excluded Country; or

(ii) which arises from an Extortion (as described in subparagraph (a) of the definition of Extortion) where the act threatened is one threatened to take place in an Excluded Country.

10. The Company shall not be liable under Insuring Clause 2, 3, 4 or 5 to reimburse for money or property surrendered as ransom as a result of a Kidnapping, Extortion or Cyber Extortion.

11. The Company shall not be liable under Insuring Clause 1 for:

a) loss of property or other consideration surrendered away from the Premises in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such property or other consideration at the time of such surrender for the sole purpose of conveying it to pay a previously communicated ransom or extortion demand and unless actually surrendered to those responsible for such demand or their designee; or

b) loss of property or other consideration surrendered on the Premises unless brought onto the Premises after receipt of the ransom or extortion demand for the sole purpose of paying such demand and unless actually surrendered to those responsible for such demand or their designee.

Limits of Liability

12. The Company's maximum liability under Insuring Clause 1 for all money or property surrendered as ransom as a result of a Kidnapping, Extortion or Cyber Extortion and all related Kidnappings, Extortions and Cyber Extortions shall not exceed the Limit of Liability stated in Item 2(A) of the Schedule.

The Company's maximum liability under Insuring Clause 2 for all money and property the subject of a Loss and intended as ransom as a result of a Kidnapping, Extortion or Cyber Extortion and all related Kidnappings, Extortions and Cyber Extortions shall not exceed the Limit of Liability stated in Item 2(B) of the Schedule.

The Company's maximum liability under Insuring Clause 3 for all Expenses arising from a Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion or Political Threat and all related Kidnappings, Hijackings, Wrongful Detentions, Extortions, Cyber Extortions and Political Threats shall not exceed the Limit of Liability stated in Item 2(C) of the Schedule.

The Company's maximum liability under Insuring Clause 4 for all Legal Liability Loss arising from a Kidnapping, Hijacking, Wrongful Detention or Extortion (as described in subparagraph (a) of the definition of Extortion) and all related Kidnappings, Hijackings, Wrongful Detentions and Extortions (as described in subparagraph (a) of the definition of Extortion) shall not exceed the Limit of Liability stated in Item 2(D) of the Schedule.

However many Extortions commence during the Policy Period and result in Recall Expenses, the total of reimbursements of Recall Expenses the Company shall be liable to make on account of all such

Extortions together shall not exceed the Sub limit stated in Item 2(C)(i) of the Schedule. This Sub limit is not in addition to the Limit of Liability stated in Item 2(C) of the Schedule: payment of Recall Expenses on account of an Extortion counts towards that Limit of Liability.

However many Kidnappings, Hijackings and Wrongful Detentions commence during the Policy Period and result in costs of rest and rehabilitation (as described in subparagraph (a) (xvi) of the definition of Expenses), the total of reimbursements of such costs the Company shall be liable to make on account of all such Kidnappings, Hijackings and Wrongful Detentions together shall not exceed the Sub limit stated in Item 2(C)(ii) of the Schedule. This Sub limit is not in addition to the Limit of Liability stated in Item 2(C) of the Schedule: payment of such costs on account of a Kidnapping, Hijacking or Wrongful Detention counts towards that Limit of Liability.

Non-Accumulation of Liability

13. Amounts stated for Limits of Liability and Sub limits are maximum liabilities of the Company for all Insured's together, not:
    a. maximum liabilities per Insured surrendering or losing money or property, incurring Expenses, sustaining Bodily Injury or incurring Legal Liability Loss; or
    b. maximum liabilities per Insured who is the victim or subject of a Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion, or Political Threat.

    Regardless of how many years this policy remains in effect and of how many premiums are due or paid, whether under this policy, any prior bond or policy, or any renewal or replacement of this policy, the maximum liabilities of the Company and amounts payable by the Company shall not be cumulative from year to year or from policy period to policy period.

Deductible

14. With regard to each Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion and Political Threat in respect of which the Company is (or but for this provision would be) liable to make payment under Insuring Clause 1, 2, 3 or 4 and all related Kidnappings, Hijackings, Wrongful Detentions, Extensions, Cyber Extortions and Political Threats, the Company shall only be liable to pay that amount of the total of the money, property, Expenses and Legal Liability Loss covered by Insuring Clause 1, 2,3 or 4 which is in excess of the Deductible stated in Item 4 of the Schedule.

Bodily Injury Benefit Amounts

15. The relevant Benefit Amount:
    a. for Loss of Life is the amount stated in Item 3(i) of the Schedule;
    b. for Loss of Eye is the amount stated in Item 3(ii) of the Schedule;
    c. for a Mutilation is the amount stated in Item 3(iii) of the Schedule;
    d. for a Bodily Injury other than Loss of Life, Loss of Eye or Mutilation is the amount stated in Item 3(iv) of the Schedule.

    Where a Bodily Injury is:
    (a) both a Loss of Use and a Mutilation; or
    (b) both a Loss of Speech and/or Hearing and a Mutilation, the relevant Benefit Amount is that stated in Item 3(iv) of the Schedule.

    An Insured Person's permanent and irrecoverable loss by physical severance of two or more entire fingers shall count as one Mutilation only. An Insured Person's permanent and irrecoverable loss by physical severance of two or more entire toes shall count as one Mutilation only.

The Company's maximum liability for all Bodily Injuries sustained by one Insured Person shall not exceed the Loss of Life Benefit Amount stated in Item 3(i) of the Schedule.

If, resulting from the same Kidnapping, Hijacking or Wrongful Detention, more than one Insured Person sustains a Bodily Injury, the Company's maximum liability for all Bodily Injuries sustained by Insured Persons and resulting from that Kidnapping, Hijacking or Wrongful Detention shall not exceed the Event Benefit Amount stated in Item 3(v) of the Schedule, which amount shall be divided proportionately amongst the Insured Persons sustaining the Bodily Injuries. To calculate those Insured Persons' shares, the amount which each shall receive shall bear the same proportion to the Event Benefit Amount as the amount which he or she would receive, in the absence of the provision in the previous sentence, bears to the total of the amounts which all of them would receive in the absence of that provision.

Bodily Injury: Payment of Benefit Amounts

16. The Benefit Amount payable for an Insured Person's Loss of Life shall be paid to that Insured Person's personal representatives. The Benefit Amount payable for a Bodily Injury other than Loss of Life shall be paid to the Insured Person who sustains that Bodily Injury.

Notification; Proof of Loss

17. It is a condition to the Company's liability under this policy to reimburse for a surrender or Loss of money or property or for Expenses or to pay in respect of Bodily Injury:
    a. that the Company be given written notice of the Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion or Political Threat which gives rise to the surrender, Loss, Expense or Bodily Injury as soon as practicable and in any event no later than 60 days following commencement of that Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion or Political Threat;
    b. that the Company be given written notice of the surrender or Loss of money or property, the incurring of the Expenses or the sustaining of the Bodily Injury as soon as practicable and in any event no later than 60 days following that surrender, Loss, incurring of Expenses or sustaining of Bodily Injury; and
    c. that the Principal Organisation, within 4 months following the surrender or Loss of money or property, the incurring of the Expenses or the sustaining of the Bodily Injury, give the Company a proof of loss with full particulars,including:
        (i) submitting to examination under oath at the Company's request;
        (ii) producing all pertinent records to the fullest extent legally permissible at such times and places as the Company shall reasonably designate;
        (iii) co-operating fully with the Company in all such matters pertaining to any loss or claim.

Legal Liability Loss: Reporting; Defence and Settlement

18. It is a condition to the Company's liability under this policy for a Claim that the Company:
    a. is given written notice as soon as practicable of the Kidnapping, Hijacking, Wrongful Detention or Extortion to which the Claim relates and in any event no later than 60 days following commencement of that Kidnapping, Hijacking, Wrongful Detention or Extortion; and
    b. is given written notice as soon as practicable of that Claim.

    Each Insured Organisation shall, as a condition to the Company's liability under this policy for a Claim, give to the Company such information and co-operation as the Company may reasonably require,

including but not limited to a description of the Claim, the allegations of negligence and incompetence, the names of the claimants and defendants and the manner in which the Insured Organisation first became aware of the Claim.

19. The Company shall have the right, but not the duty, to take over and conduct at any time the defence of Claims, including to appoint lawyers or other representatives or advisers for that purpose.
Each Insured Organisation agrees not to settle or offer 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 prior written consent which shall not be unreasonably withheld. The Company shall not be liable for any settlement, Defence Costs, assumed obligation or admission to which it has not consented in writing.
If settlement of a Claim becomes possible and the Company considers it sensible, the Company may, with the consent of all the Insured Organisations against whom the Claim is made, make that settlement on those Insured Organisations' behalf. If any of those Insured Organisations withholds consent to that settlement, the Company's liability for Legal Liability Loss on account of the Claim shall not exceed the amount of that settlement plus Defence Costs accrued as of the date at which making of the settlement was proposed in writing by the Company to those Insured Organisations.
Each Insured Organisation undertakes not to prejudice the Company's interests or its potential or actual rights of recovery.

Notices

20. All notices required under this policy to be given to the Company shall be sent to:
Notice required by Section 17 or 18: Claims Department
HDFC ERGO General Insurance Company Limited,
6th Floor, Leela Business Park,
Andheri Kurla Road, Andheri East,
Mumbai 400059, India.
Other Notices:
Executive Protection Department
HDFC ERGO General Insurance Company Limited 6th Floor, Leela Business Park
Andheri Kurla Road
Andheri East, Mumbai 400059, India.
Notice shall be effective on the date of receipt by the Company at that address.

Insured Person's Own Assets

21. If, with regard to a Kidnapping or Extortion, the person or group perpetrating the Kidnapping or Extortion makes a demand for payment direct to an Insured Person rather than to an Insured Organisation, then, upon the Principal Organization's written request to the Company:
    a. money or property surrendered, or intended to be surrendered, by or on behalf of that Insured Person as ransom in respect of that Kidnapping or Extortion shall be deemed to be money or property surrendered, or intended to be surrendered, by an Insured Organisation; and
    b. Expenses incurred by or on behalf of that Insured Person and which are described in sub paragraphs
    (i) to (viii), (x), (xi) or (xiv) to (xvi) of the definition of Expenses shall be deemed to be incurred by an Insured Organisation.

The Company's liability under this policy for money, property and Expenses:

(a) which are deemed pursuant to this Section to be incurred, surrendered or intended to be surrendered by an Insured Organisation; and

(b) which were incurred, surrendered or intended to be surrendered by or on behalf of an Insured Person other than an Employee, shall be reduced by amounts paid on account of such money, property or Expenses under any other policy issued by HDFC ERGO General Insurance Company or any other subsidiary, affiliate or associate of The Chubb Corporation.

Changes in Exposure

22. If, during the Policy Period, an Insured Organisation:

a. acquires securities or voting rights in another entity or creates an entity which as a result of such acquisition or creation becomes a Subsidiary; or

b. acquires any entity by merger into or consolidation with that Insured Organisation, then that entity shall automatically become an Insured Organisation under this policy with effect from the date of such acquisition or creation but only with respect to Kidnappings, Hijackings, Wrongful Detentions, Extortions, Cyber Extortions, and Political Threats which commence after such acquisition or creation.

However, if such acquired or created entity has gross consolidated assets that increase the total consolidated assets of all the Insured Organisations together by more than 25% as recorded in the latest annual report and consolidated accounts of the Principal Organisation, the Principal Organisation shall give written notice of such acquisition or creation to the Company as soon as practicable and also such information as the Company may require. The Company shall have the right to amend the terms of this policy including charging an additional premium.

If a Subsidiary ceases to be a Subsidiary during the Policy Period, cover with respect to that Subsidiary and with respect to persons who by relationship to that Subsidiary or to any of its Employees are Insured Persons shall continue until termination of cover as provided in Section 29,but only with respect to Kidnappings, Hijackings, Wrongful Detentions, Extortions, Cyber Extortions and Political Threats which commence prior to that Subsidiary ceasing to be a Subsidiary.

Valuation and Foreign Currency

23. For the purposes of establishing amounts payable by the Company in respect of money or property reimbursable under Insuring Clause 1 or 2, the following shall apply for valuation:

a. for securities, the least of:

(i) the closing price of the securities on the business day immediately preceding the day of the surrender or Loss of the securities;

(ii) the cost of replacing the securities; and

(iii) the cost to post a Lost Instrument Bond.

b. for paper, microfilm, tapes, disks, computers and other material or means for storing information, the cost of such material or means as if blank and not the value of whatever is recorded therein;

c. for other property, the lesser of:

(i) the price paid by an Insured for the property; and

(ii) the cash value of the property at the time of its surrender or Loss;

d. for foreign currency, the Indian Rupees value of any foreign currency based on the cash rate

of exchange for the purchase of Indian Rupees published by the Reserve Bank of India or, if it has ceased to be current, a currency conversion web site selected by the Company, on the day of the surrender or Loss of the foreign currency.

Subrogation

24. The Company shall be subrogated to the extent of any payment under this policy to each Insured's rights of recovery, and each Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights and to enable the Company to bring proceedings in the name of that Insured.

Recoveries

25. Recoveries, whether effected by the Company or by an Insured, less the cost of recovery, shall be distributed as follows:
    a. first, to that Insured for the amount of loss otherwise covered but in excess of the applicable Limits or Sub limits of Liability;
    b. second, to the Company for the amount paid to that Insured as covered loss;
    c. third, to that Insured for any Deductible;
    d. fourth, to that Insured for the amount of such loss not covered under this policy.

Recovery from reinsurance or indemnity of the Company shall not be deemed a recovery hereunder.

Other Insurance

26. If loss covered by this policy is insured under any other valid policy, then this policy shall cover such loss, subject to its 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,contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this policy for the Insuring Clause under which the loss is covered.

    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 insured under all policies and comparing it with value at risk

Authorisation Clause

27. The Principal Organisation hereby agrees to act on behalf of all Insured's with respect to the payment of premiums and the receiving of any return premiums that may become due under this policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this policy, and the Insured's agree that the Principal Organisation shall so act on their behalf.

Alteration and Assignment

28. No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement to this policy duly executed on behalf of the Company.

Cancellation

29. 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

30. Cover under all policies stated in Item 7 of the Schedule shall terminate, if not already terminated, on the inception date of this policy.

Choice of Law for Policy Disputes

31. The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with and governed by the laws of India. Any disputes relating to the construction and enforcement of this policy shall be submitted to the exclusive jurisdiction of the courts of India.

Conformity

32. The provisions of this policy shall be read subject to the laws governing construction of this policy and if any provision of this policy are inconsistent with such laws then:
    a. where such provision can be read so as to give it a valid and enforceable operation of a partial nature it shall be read to the extent necessary to achieve that result;
    b. in any other case such provision shall be severed from this policy in which event the remaining provisions shall operate as if the severed provision had not been included.

Policy Construction

33. In this policy:
    a. the title and any headings or sub-headings are solely for convenience and form no part of its terms and conditions;
    b. the Schedule hereto is part of and forms an integral part of this policy;
    c. the singular includes the plural and the plural includes the singular,unless otherwise indicated;
    d. the word 'person(s)', wherever it appears, means legal or natural person(s) unless otherwise specified; and
    e. a reference to one gender includes the other gender.

IN THE EVENT OF A KIDNAPPING

HDFC ERGO / Chubb is pleased to provide this information in cooperation with The Ackerman Group, one of the world's preeminent security consulting firms in the field of corporate- related terrorism. Since 1978, The Ackerman Group has made itself immediately available, 24 hours a day, to HDFC ERGO / Chubb customers who have kidnap/ransom & extortion insurance coverage. If you have questions regarding The Ackerman Group's services, you may contact them directly at 001.305.865.0072.

Before a crisis…

Perhaps the most important step your company can take to react effectively to a kidnapping is to plan ahead, appoint the right people to a crisis management team, and make certain field and home office staff know how to contact a team member.

Plan ahead by making these preparations

1) Establish a corporate crisis management team made up of three core people:
    a) The ultimate decision maker, normally the CEO.
    b) The coordinator, often the corporate security director, risk manager, or chief of international operations.
    c) The general counsel.

    The team might also include a finance officer (to raise the ransom), a personnel specialist (to oversee the care of the hostage's family), and a public relations specialist (to handle press

inquiries). Since the first hours following a kidnapping are critical to successful resolution, early decisions should be made by key corporate decision makers in consultation with The Ackerman Group, not by a field manager or staff.

2) Create a communications infrastructure so field managers know who is on the crisis management team and how to notify them the moment an emergency occurs. Stress that immediate notification of the crisis management team, even before notifying local law enforcement authorities, is necessary to ensure effective handling of the situation consistent with procedures established for these emergency situations.

The Initial Response to a Kidnapping

When a threat occurs…

In general, neither the field manager nor the crisis management team should try to thwart the attempt alone, but should swiftly do the following.

The field manager should:

1) Contact a crisis management team member (usually the coordinator) immediately upon learning of, or suspecting, a kidnapping.
2) Give all the known details about the circumstances of the abduction, the medical condition of the hostage, and the content of any communications from the kidnappers.

The crisis management team should:

1) Ask the field manager (or other caller) for the specifics about the abduction circumstances, hostage's medical condition,content of kidnappers' communications, and other useful information.
2) Instruct the field manager (or other senior representative) not to talk to the press and not to report the incident to local law-enforcement authorities until the crisis management team gives the go-ahead. (This assumes local authorities have not already been notified.)
3) Direct the field manager to prepare appropriate staff members to expect written or telephone communications from the kidnappers and to record phone calls if possible. Call recipients should merely listen to the demands and ask the kidnappers to call back. They should not attempt to negotiate.
4) Tell the field manager to stand by for further instructions from the crisis management team. Emphasize no one should attempt to handle this emergency alone.
5) Convene a meeting of the crisis management team and immediately contact The Ackerman Group (001.305.865.0072,day or night). When calling, identify the corporation as a HDFC ERGO / Chubb insured. The Ackerman representative will normally participate in the initial team meeting by speaker phone, and then spearhead the recovery effort. However, all significant decisions will be referred to the crisis management team.

The Ackerman Group, Inc.

As a customer of HDFC ERGO, you are guaranteed immediate response from The Ackerman Group Inc., an independent international security consulting firm retained to assist your organization in a time of crisis. The Ackerman Group can handle all aspects of a hostage recovery, including negotiations, liaison with law enforcement agencies, conversion and protection of ransom funds, and even delivery of ransom funds.

Mike Ackerman, Managing Director, is widely acknowledged as one of America's leading authorities on terrorism; Mike Ackerman's forte is recovering kidnap victims. He has lectured at the National War College, the Harvard Business School and Dartmouth's Amos Tuck School of Business Administration, and appeared

before the crisis-management teams of numerous multinational corporations. Ackerman served in the CIA's Clandestine Services for 11 years before resigning in 1975. In the CIA he had undertaken intelligence operations in some 20 European, Latin American and African countries. Fluent in Spanish and conversant in Russian and Italian, Ackerman graduated from Dartmouth College magna cum laude and holds an M.A. from Columbia. He was a security officer in the Strategic Air Command.

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, 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.	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,

Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	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