

#### THIS IS A CLAIMS MADE POLICY WORDING

Inconsideration of the payment of premium, We agree to insure any Insured in accordance with the terms of this Policy.

#### Section 1: Standard Cover

##### 1.1 Individual

We will pay Loss incurred by You in respect of any Offering Claim first made against You during the Policy Period up to the extent of limit of liability specified in Item 3 of the Schedule.

##### 1.2. Company Reimbursement

If the Company pays Loss on Your behalf in respect of any Offering Claim first made against You during the Policy Period then We will pay such Loss on behalf of the Company up to the extent of limit of liability specified in Item 3 of the Schedule. This also applies to any of the Additional Covers detailed in Section 2 below.

##### 1.3. Entity Coverage

We will pay Loss incurred by the Company arising from any Offering Claim first made during the Policy Period up to the extent of limit of liability specified in Item 3 of the Schedule..

##### 1.4. Underwriter Reimbursement

If the Company and / or You pays Loss on behalf of the Under writer in respect of any Offering Claim first made during the Policy Period pursuant to the Company or Your obligations assumed within the Underwriting Agreement then We will pay such Loss on behalf of the Company and / or You up to the extent of limit of liability specified in Item 3 of the Schedule.

##### 1.5. Controlling Shareholder

We will pay Loss incurred by a Controlling Shareholder arising from any Offering Claim first made against that Controlling Share holder during the Policy Period up to the extent of limit of liability specified in Item 3 of the Schedule.

##### 1.6. Selling Shareholder

We will pay Loss incurred by a Selling Share holder arising from any Offering Claim first made against that

Selling Share holder during the Policy Period up to the extent of limit of liability specified in Item 3 of the Schedule.

#### Section 2: Extensions

##### 2.1. Emergency Costs

If Our written consent cannot be obtained within a reasonable time before Costs (save for the Costs of a public relations consultancy referred to below) are incurred then We will give retrospective consent to such Costs up to the amount specified in Item 4(a) of the policy schedule.

##### 2.2 Public Relations Cover.

In the event that You or the Company reasonably consider that the services of a public relations consultancy are required urgently:

- a) in order to prevent or minimize the risk of an Offering Claim which would be covered under this Policy; or
- b) to deal with any media coverage in relation to an Offering Claim which would be covered under this Policy then We will reimburse reasonable fees and Costs incurred as a result of You instructing an appropriate consultancy up to a maximum limit as specified in item 4(b) of policy schedule and in the aggregate for all such Offering Claims.

Please note that in place of Section 6.1 Your entitlement to this additional cover is conditional on You or the Company providing Us with full written details of the appropriate action taken no later than 30 days after You or the Company first become aware of any occurrence that requires the services of a public relations consultancy.

After the aforementioned 30 days We will only pay the Costs of a public relations consultancy to which We have consented prior to those Costs being incurred.

##### 2.3 Non Executive Directors Additional Limit of Liability

In the event that the Limit of Liability under this Policy becomes exhausted then We agree that We will provide an additional limit as specified in Item 4(c) of the policy Schedule per non executive director subject to the following:

- a) this additional cover is only available to a non executive director who has not been involved in any Offering Claim or Offering Claims during the Policy Period; and

- b) the total of Our aggregate liability for all such additions shall not exceed a further 100% of the aggregate Limit of Liability under this Policy; and
- c) this additional cover will only operate in excess of the total indemnity available under any other policies in excess of this Policy or of any other cover available to the individual director for the Offering Claim for which indemnity is sought; and
- d) and provided that the non executive director by whom the additional Limit of Liability is sought is not directly or indirectly involved in any Wrongful Act or Offering Claim under this Policy that was responsible for or contributed to any Offering Claim or Offering Claims which was responsible for the erosion of the previous Limit of Liability on an individual or aggregate basis.

## 2.4 Mitigation Costs

You or the Company may request advice in relation to any Circumstance notified in accordance with this Policy as to Your legal position in relation to the same and in relation to any steps that might be taken or be appropriate to avert or minimize the risk of an Offering Claim arising from such Circumstance.

We agree to pay the cost of obtaining any such advice from a lawyer retained by You or the Company with Our consent up to the limit as specified in item 4(d) of policy schedule (the limit applicable to this cover is in addition to the Limit of Liability for this Policy). Any such Costs will not be regarded as part of the defence Costs of any subsequent Offering Claim.

## 2.5 Witness Cover

We will pay reasonable travel costs and living expenses incurred by You when giving evidence to defend an Offering Claim provided that We have consented in writing before such costs are incurred and subject to a sub-limit as specified in item 4(e) of policy schedule on per individual and in the aggregate

## 2.6 Personal Liberty and Property Costs

We will pay You up to a limit specified in item 4(f) in respect of an Offering Claim made against You in any other jurisdiction for:

- a) Any bail bond premium or civil bond premium in respect of any proceedings to prohibit You from holding the office of a director or of proceedings to deport You or to restrict Your liberty to a specified domestic property; and
- b) The reasonable fees costs and expenses incurred by You in respect of any proceedings to confiscate property or to suspend or freeze Your rights of property ownership of either real or personal property or to impose a charge over Your real property or personal property; and
- c) The reasonable fees Costs and expenses incurred by You in respect of any proceedings to prohibit You from holding the office of a director or of proceedings to deport You or to restrict Your liberty to a specified domestic property.

Provided that You have complied with Section 6.1 which is a condition precedent to Our liability under this Policy. Maximum Limit of Liability mentioned in 2.2,2.4,2.5 & 2.6 shall be restricted to Limit of Liability mentioned in Policy Schedule.

## 2.7 Interpretive Counsel

We will pay:

- a) The reasonable costs fees and expenses incurred by You in appointing counsel in the jurisdiction in which You are based to interpret any advice received from counsel in a foreign jurisdiction for a Wrongful Act in response to an Offering Claim made in that jurisdiction; and

- b) The reasonable costs of any translation needed to obtain such advice.

Provided that You must obtain Our consent before appointing any such counsel and You have complied with Section 6.1 which is a condition precedent to Our liability under this Policy.

## 2.8 Official Investigation Costs

We will pay reasonable legal fees incurred by You in connection with an Offering Claim;

- a) Resulting from any required attendance by You at any official investigation, examination, inquiry or other similar proceeding
- b) Ordered or commissioned by any official body or institution that is legally empowered to investigate the affairs of the Company.

Provided that We have consented in writing to You incurring such Costs before they are incurred. It is agreed that We will not unreasonably withhold such consent.

Please note that if You believe that as a result of the background to, or as a result of, any such official investigation, examination, inquiry or other similar proceeding, circumstances exist which may reasonably be expected to give rise to an Offering Claim, notice must be given to Us in accordance with Section 6.1of this Policy which is a Condition Precedent.:

## Section 3: Definitions

### 3.1 Circumstance means

A specific situation, the details of which should be provided to Us where there is:.

- a) An intimation of an Offering Claim against any Insured;
- b) Any known director in direct dispute whether expressed or implied relating to Your performance (whether justified or not) which may give rise to an Offering Claim against any Insured;
- c) Any awareness that You have or should reasonably be expected to have of a failing of Your performance or of any act which may give rise to an Offering Claim against any Insured;

### 3.2 Company means

The organization named in Item 1 of the Schedule.

### 3.3 Controlling Share holder means

The persons or entities named in Item 12 of the schedule.

### 3.4 Costs means

All reasonable fees, including disbursements, incurred by You or on Your behalf in the investigation, mitigation, defence, adjustment and appeals of any Offering Claim or in the mitigation or investigation of any Circumstance provided that We have consented in writing to You incurring such Costs before they are incurred. We will not unreasonably withhold that consent.

Costs does not mean overhead or benefit expenses associated with Your salary, wages or fees.

### 3.5 Cyber Loss

Means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- a) the use or operation of any Computer System or Computer Network;
- b) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- c) access to, processing, transmission, storage or use of any Data;
- d) inability to access, process, transmit, store or use any Data;
- e) any threat of or any hoax relating to 3.6 (a) to 3.6 (d) above;
- f) any error or omission or accident in respect of any Computer System, Computer Network or Data.

### 3.6 Computer System

means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility. .

### 3.7 Computer Network

means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

### 3.8 Data

means information used, accessed, processed, transmitted or stored by a Computer System.

### 3.9 Deductible means:

The amount stated in Item 6 of the Schedule. For the purposes of determining the applicable Deductible the Company shall be deemed to have indemnified You to the extent that it is permitted to do so.

### 3.10 Insured Means

The Company, You, any Controlling Share holder and any Selling Share holder

### 3.11 Limit of Liability

Means The amount stated in Item 3 of the Schedule..

### 3.12 Loss Means

- (a) damages, judgement awards, settlement awards and costs;
- (b) punitive or exemplary damages or civil fines or penalties but only where these are legally insurable in the jurisdiction in which an Offering Claim is made;
- (c) Loss, however, does not mean:
  - i) Criminal fines or penalties; or
  - ii) taxes; or
  - iii) matters which are uninsurable in the jurisdiction where an Offering Claim is made.

### 3.13 Notification

means: Written notice of any Offering Claim given to Us by any Insured within the Policy Period

### 3.14 Offering

Means The offering of Securities as detailed within the Particulars.

### 3.15 Offering Claim Means:

- a) any written demands made against any Insured for monetary damages or other relief, including non-pecuniary relief arising from a Wrongful Act; or
- b) any allegation of a Wrongful Act communicated to any Insured; or
- c) any criminal, civil or arbitration proceedings (including extradition proceedings) against any Insured relating to a Wrongful Act; or
- d) any regulatory or administrative proceedings or any other official investigation with regard to any allegation of a Wrongful Act committed by any Insured

Any number of Offering Claims which arise out of or are attributable to or are in any way connected with a single Wrongful Act shall constitute a single Offering Claim for the purposes of this Policy.

### 3.16 Particulars Means:

- i) the documents specified in Item 14 of the schedule, submitted with and forming part of the submission (including any offering or placement memoranda, prospectuses, circulars, offering statements or documents of similar character or use and any supplements or amendments to such

documents), which have been duly filed with the appropriate regulatory and/or stock exchange authorities; or

- ii) any draft or preliminary prospectus (or any equivalent document in any jurisdiction) to the disclosure documents specified in Item 14 of the schedule; and
- iii) the statements made by any Insured in any Road Show.

**3.17 Policy** Means the Proposal, the provisions in this document, any endorsement to it, whether at or after inception, and the Schedule.

**3.18 Policy Period** means: The period of time specified in Item 2 of the Schedule, or any other period agreed in writing by the Company and Us.

**3.19 Road Show** means: The formal presentation given by an insured person to investors or potential investors or analysts of the securities of the issuer, prior to the offering, intended to create interest in the securities of the issuer.

**3.20 Schedule** Means the schedule attaching to this Policy.

**3.21 Security** Means Any security representing debt or of equity interests in the Company.

**3.22 Selling Shareholder** Means The persons or entities named in Item 13 of the schedule.

**3.23 Underwriter** Means Each underwriter or sponsor designated in the Particulars that is a party to the Underwriting Agreement, and the directors, officers or employees (or equivalent positions) of such underwriter or sponsor in their capacities as such.

**3.24 Underwriting Agreement** means The specific agreement referenced in Item 15 of the schedule

**3.25 USA** means the United States of America, its territories, possessions and any state or political sub-division thereof.

**3.26 We, Us or Our** means The Insurers named in Item 16 of the Schedule.

**3.27 Wrongful Act** means, Any actual or alleged error, mis statement, misleading statement, mis representation, omission, neglect, breach of duty, breach of warranty of authority or other act attempted or committed by any Insured in connection with an Offering.

**3.28 You** means

Any natural person who is, was prior to or becomes during the Policy Period:

- a) a director, officer, manager or trustee of the Company or the equivalent in any other jurisdiction; or
- b) a shadow director of the Company, as defined in Section 250 of the Companies Act 2006 (or the equivalent legislation in any other jurisdiction); or
- c) an employee of the Company; or
- d) the legal representatives, heirs, assigns or estate of a person defined in another sub-paragraph of this Section in the event of that person's death, incapacity, insolvency or bankruptcy; or
- e) the lawful spouse or domestic partner of a person defined in another sub-paragraph of this Section where recovery is sought solely because joint property is held or owned by or on behalf of the spouse or domestic partner (the spouse or domestic partner, however, is not insured under this Policy in his or her own right) or
- f) A de facto director named in the particulars.

The above definition does not include external auditors of the Company.

## Section 4: Exclusions

We shall not be liable for Loss on account of any:

### 4.1 Prior Offering Claims

Offering Claims arising from or attributable to any Offering Claims or Circumstances notified to any Policy of insurance which incepted prior to the inception of this Policy or which arise from matters substantially the same as alleged or established in such Offering Claim or Circumstance; or  
Offering Claims arising from or attributable to proceedings which existed prior to or were pending at the earlier of the inception date of this Policy or which arise from matters substantially the same as alleged or established in such proceedings.

### 4.2 Crime Fraud and Personal Benefit

Offering Claims arising from or attributable to:

- a) Any criminal act or omission; or
- b) Any actor omission committed with the knowledge that it was in breach of any statute, contract, duty or other legal obligation; or
- c) The gain of any personal profit, remuneration or advantage to which You were not legally entitled including, but not limited to, profits made from the purchase or sale of the Company's securities within the meaning of Section 16(b) of the Securities Exchange Act 1934 (USA) and/or any amendment to or re-enactment thereof; or
- d) The committing of any deliberately dishonest or fraudulent act.

This Exclusion shall only apply if the act, omission or profit is established by a court, tribunal or any other final adjudication or by admission.

#### 4.3 Underwriter Professional Indemnity

Offering Claims arising from or attributable to an Underwriter carrying out, or failing to carry out a professional service.

#### 4.4 Cyber Event

based on, arising out of, related or attributable to any Cyber Loss.

### Section 5: Limit of Liability

5.1 The Limit of Liability set out in Item 3 of the Schedule is the total aggregate limit of Our liability in respect of all Loss in respect of all Offering Claims made during the Policy Period (with the exception of any payments made which are provided here under to be in addition to the Limit of Liability).

5.2 We are only liable to pay Loss as incurred by any Insured in so far as it exceeds the amount of the Deductible. However if there is:

- a) A judgment which determines that no Insured under this Policy is liable and all avenues of appeal have been waived or exhausted; or
- b) a dismissal of the proceedings without any payment being made by or on behalf of any Insured under this Policy, then no Deductible will apply and We agree to reimburse any payments made in respect of the Deductible.

### Section 6: Conditions

#### 6.1 Offering Claim Reporting -Condition Precedent

The Company shall give to us written notice of any Claim as soon as practicable and during the policy period.

If during the Policy Period a company becomes aware of circumstances which could give rise to a Claim and gives written notice of such circumstances to us, then any Claim subsequently arising from such circumstances shall be deemed to have been first made during the Policy Period in which the written notice was first given by a company to us. With respect to any such subsequent Claim, no coverage under this policy shall apply to loss incurred prior to the date such subsequent Claim is actually made.

The Company shall give us such information and co-operation as it may reasonably require, including but not limited to a description of the Claim or circumstances, the nature of the alleged Wrongful Act, the nature of the alleged or potential loss, the names of actual or potential claimants, and the manner in which the Company first became aware of the Claim or circumstances.

#### 6.2 Defence and Settlement

We will pay Costs on an as incurred basis in excess of the Deductible prior to final determination or final adjudication or up until the time that an Offering Claim is withdrawn. If at any time an Offering Claim is deemed not to be covered under this Policy or is found to be

excluded then all such Costs must be returned to Us on demand.

We will pay defence Costs within 21 days after sufficiently detailed invoices for those Costs being received and accepted by Us.

You shall have the right and duty to defend and contest any Offering Claim (subject to clause 6.9 below). We shall have the right to effectively associate with any Insured in the defence and settlement of any Offering Claim that appears reasonably likely to involve Us. This will include, but not be limited to, effectively associating in the negotiation of any settlement.

No Insured shall admit or assume any liability, enter into any settlement agreement, consent to any judgement or incur any Costs (save as is provided for in Section 1: Standard Cover) without Our written consent as a condition precedent to Our liability for Loss arising out of the Offering Claim. Only those settlements, stipulated judgements and Costs to which We have consented shall be recoverable as Loss under this Policy. Our consent shall not be unreasonably withheld provided that We shall be entitled to effectively assess the defence and negotiation of any settlement of any Offering Claim in order to reach a decision as to reasonableness.

#### 6.3 Co-operation

All Insureds shall give Us full co-operation and any information that We may reasonably require as a condition precedent to Our liability for Loss arising out of an Offering Claim

#### 6.4 Arbitration

If the Insured and the Insurer agree on an allocation of Defence Costs, then the Insurer shall advance on a current basis Defence Costs allocated to covered Loss. If the Insured and the Insurer cannot agree on an allocation:

- a. no presumption as to allocation shall exist in any arbitration, suit or other proceeding;
- b. the Insurer shall advance on a current basis Defence Costs which the Insurer believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined; and
- c. the Insurer if requested by the Insured, shall submit the dispute to binding arbitration. As a condition precedent to any right of action hereunder, any dispute arising out of the interpretation, performance or breach of this policy, including the formation or validity thereof, shall be submitted for decision to a panel of three arbitrators. Notice requesting arbitration will be in writing and sent certified or registered mail, return receipt requested.

Each party shall choose one arbitrator and the two arbitrators shall, before instituting the hearing, choose an impartial third arbitrator who shall preside the hearing. If either party fails to appoint

its arbitrator within thirty (30) days after being requested to do so

By the other party, the latter, after ten (10) days notice by certified or registered mail of its intention to do so, may appoint the second arbitrator. If the two arbitrators are unable to agree upon a third arbitrator within thirty (30) days of their appointment, the arbitrators shall implement the appointment procedure according to the Arbitration Act of India to select the final arbitrator.

All arbitrators shall have at least ten (10) years of insurance or reinsurance experience, be disinterested and active or former officers of insurance or reinsurance companies with knowledge about the lines of business at issue.

Within thirty (30) days after notice of appointment of all arbitrators, the panel shall meet and determine timely periods for briefs, discovery procedure and schedules of hearings.

The panel shall be relieved of all judicial formality and shall not be bound by the strict rules of procedure and evidence. Unless the panel agrees otherwise, arbitration shall take place in India, but the venue may be changed when deemed by the panel to be in the best interest of the arbitration proceeding. Insofar as the arbitration panel looks to the substantive law, it shall follow the laws of India. The decision of any two arbitrators when rendered in writing shall be final and binding. The panel is empowered to grant interim relief as it may deem appropriate.

The panel shall interpret this policy as an honourable engagement rather than as merely a legal obligation and shall make its decision considering the custom and the practice of the applicable insurance and reinsurance business as promptly as possible following the termination of the hearings

Any negotiated, arbitrated 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 or advancement 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.

As a condition of any payment of Defence Costs the Insurer may, at its sole option, require a written undertaking on terms and conditions satisfactory to the Insurer guaranteeing the repayment of any Defence Costs paid to or on behalf of any Insured if it is finally determined that Loss incurred by such Insured would not be covered.

## **6.5 Allocation**

Where an Offering Claim involves matters which give rise to Loss covered by this Policy and matters which do not, or where an Offering Claim is made against an Insured and any parties other than an Insured, then We agree that We shall both use Our best efforts to agree upon a fair and proper allocation of the proportion of the Loss covered under this Policy.

If an allocation cannot be agreed then it shall be determined by an appointment of Arbitrators. Such determination will be based up on written submissions only and will be final and binding. Pending that determination We may at Our sole discretion meet the Loss on an interim basis.

After the allocation has been determined, the Insured will refund to Us any Loss which We have paid that exceeds the entitlement under this Policy.

The costs of any reference to a Arbitration under this clause shall be borne by the Insured & Us both..

## **6.6 Other Insurance**

This Policy shall apply only in excess of any other valid and collectible insurance, with the sole exception of any Policy written as specific excess insurance over the Limit of Liability provided by this Policy.

## **6.7 Governing Law and Jurisdiction**

This Policy shall be governed by the law of India.

## **6.8 Assignment of Policy**

This Policy and any rights here under cannot be assigned without Our written consent.

## **6.9 Severability of Exclusions**

For the purposes of determining the application of the Exclusions, no fact pertaining to or knowledge possessed by any Insureds shall be imputed to any other Insured under this Policy and vice versa.

Only the statements and knowledge or acts, errors or omissions of any Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Legal Officer or equivalent positions of any entity insured shall be imputed to that entity insured.

## **6.10 Severability of Proposal**

The Proposal for this insurance shall be construed as a separate Proposal by each person insured under this Policy. With respect to the declarations and statements contained in the Proposal, no statement in the Proposal or knowledge possessed by You shall be imputed to any other person insured under this Policy and vice versa.

Only the statements and knowledge or acts, errors or omissions of any Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Legal Officer or equivalent positions of any entity insured shall be imputed to that entity insured.

## **6.11 Subrogation and Assignment of Rights**

If any payments are made under this Policy, We shall be subrogated to all rights of recovery in respect of such payments. In addition, any Insured shall upon request execute all documentation that may be necessary to enable Us to bring an action or suit in an Insureds name. Any recovery received shall be applied first against any Loss in so far as it exceeds the Limit of Liability, then against any payment made by Us, and finally against the Deductible. We will not subrogate



against You under this Policy unless You are found to have committed a criminal act by final determination or by final adjudication.

#### 6.12 Singular and Plural

Any reference to the singular shall include the plural and vice versa.

#### 6.13 Authorization of the Company

The Company shall act as agent on any Insureds behalf in respect of all matters of any nature relating to or affecting this Policy. We shall be entitled to treat the Company as having such authority for all purposes connected with this Policy.

#### 6.14 Several Liability of Insurers

The obligations of the Insurers (where there is more than one) subscribing to this contract of insurance are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

#### 6.15 Currency Equivalent

It is agreed that wherever an amount appears in this Policy in XX it shall be deemed to have the following words added after the amount "(or the equivalent amount in any other currency)".

#### 6.16 Contracts (Rights of Third Parties) Act 1999 Clause

The contract evidenced by this Policy does not, and is not intended to, confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 (or any equivalent or similar statute in any jurisdiction) by any person who is not a party to the contract and the parties to the contract evidenced by this Policy reserve the right to amend or rescind the contract without giving notice to, or requiring the consent of, any third party.

#### 6.17 Sanction Limitation and Exclusion Clause – LMA3100

The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

#### 6.18 Renewal

The Insurer shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Insurer reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk.

This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at

the rate in force at the time of renewal. The Insurer, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

#### 6.19 Fraud Warning's

This policy shall be voidable at the option of the HDFC ERGO in the event of mis-representation, mis-description or non-disclosure of any material particulars by the Insured. Any person who, knowingly and with intent to defraud the insurance company or any other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, Information concerning any fact material thereto, commits a fraudulent insurance act, which will render the policy voidable at the sole discretion of the insurance company and result in a denial of insurance benefits

#### 6.20 Termination

Without prejudice to the rights and remedies at law of each party, this policy shall terminate at the earliest of the following times:

- In the event of fraud or misrepresentation. In which case the Policy shall be void ab initio and all the premium under the policy will be forfeited.
- Upon expiration of the Policy Period as set forth in the Schedule of this policy.
- At such other time as may be agreed upon in writing by the Company and the Insured.

#### 6.21 Cancellation of Policy:

- If Cancelled by Insured:  
The first named insured may cancel this insurance or any of its individual coverage's at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect. In the event of such cancellation we shall retain premium for the period that this policy has been in force calculated in accordance with the scale provided in the table below

Period of Risk (Not Exceeding)	Short Period Rate Table (Not exceeding)
1 Week	10%
1 Month	25%
2 months	35%
3 Months	50%
4 months	60%
6 months	75%
8 months	85%
Exceeding 8 months	Total Premium

- b) If Cancelled by Insurer:  
We may cancel this insurance or any of its individual coverage's at any time by sending to the first named insured a notice 60 days in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. In the event of such cancellation we will return the pro-rata portion of the premium

However No Refund of premium will be applicable if -

- i) If the Insured has notified OR Reported Claim or Any Circumstances leading to claims under this policy document.  
Or
- ii) Once the Insured transaction gets completed as per the Offering
- iii) In the event of any fraud or misrepresentation.

## 6.22 CLAIMS

### I. Claims Notification

In the event of loss and/or damage which may reasonably give rise to a circumstance/claim under this Policy:

- a. The Insured shall notify the Company in writing (with full particulars of the claim or circumstances) of the knowledge of the claim and circumstances immediately and not later than the reporting period specified in the Policy
- b. The Insurer shall verify the claim notified in the area of Coverage through various means and shall notify the acceptance/rejection of such claim to the Insured
- c. The Insured shall not negotiate /admit liability or make any promise payment ,incur any defense cost or expenses or settlement without the Insurers written consent
- d. The Insured shall give all such information and assistance as the Insurer may require

### II. Claims Processing

#### a. Claim Acknowledgement and Preliminary documents for assessment of loss:

An acknowledgement is sent to the insured/ along with the claim no. and list of preliminary documents / requirements such as:

1. Duly completed and signed claim form/details of incident and/or loss
2. Description of the events , in chronological order, as to how, when and where the circumstances leading to the claim or suit occurred

3. Date when the insured became first aware of such complaint/demand/circumstance
4. Details of the claimants
5. Copies of all written demands / court proceedings initiated against the Insured including the response of the insured to the said demand/ court proceedings
6. Copies of contract copies along with annexures entered between the insured and their clients
7. Details and breakup of the quantum claimed and supporting of the same In case if no quantum is claimed, the estimate of the damages likely to be claimed ;
8. Copies of all relevant communications exchanged between the parties between the claimant and the insured and any agreements entered into;
9. Opinion of the counsel in connection to the merits and demerits of the case
10. Details of other persons or entities which may be responsible or liable for the loss or damage being claimed; and
11. Contact details of Insured's person handling the claim in Insured's company.
12. Copy of the Prospectus
13. Any other document/ information in support of the claim

The insurer, on its sole discretion, shall take decision on appointment of Surveyor/investigator, if required

The Insurer shall verify the claim notified in the area of Coverage through various means and documents and shall notify the acceptance/rejection of such claim to the Insured

### III. Payment of the claim:

On receipt of all the documents/information that is relevant and necessary for the claim. Where the insurer found the claim to be admissible subject to terms & condition of policy , the Insurer within the period of 30 days from the receipt of the final documents and/or additional information/ documents as the case may be., shall offer a settlement of the claim to the Insured

### IV. Rejection of the claim :

On receipt of all the documents/information that is relevant and necessary for the claim. Where the insurer found the claim to be inadmissible subject to terms & condition of policy, Insurer shall reject the claim under policy within the period of 30 days from the receipt of the final documents and/or additional information/ documents as the case may be.



## V. Contact Details for Claims

Claims Department  
HDFC ERGO General Insurance Company Limited  
6th Floor Leela Business Park  
Andheri Kurla Road, Andheri East  
Mumbai-400059, India

Claim can also be notified digitally by sending an email with complete description of loss to: [care@hdfcergo.com](mailto:care@hdfcergo.com) or a call at 022 – 6234 6234

## VI. Contact Details for Grievance, Ombudsman

Contact Points	First Contact Point	Escalation level 1	Escalation level 2
Contacts us at	<a href="https://www.hdfcergo.com/customer-care/grievances">https://www.hdfcergo.com/customer-care/grievances</a> Call: 022 6242 6242 / 0120 6242 6242	<a href="https://www.hdfcergo.com/customer-care/grievances/escalation level 1">https://www.hdfcergo.com/customer-care/grievances/escalation level 1</a> Call: 0022 6242 6242 / 0120 6242 6242	<a href="https://www.hdfcergo.com/customer-care/grievances/escalation level 2">https://www.hdfcergo.com/customer-care/grievances/escalation level 2</a> Call: 022 6242 6242 / 0120 6242 6242
Contact Point for Senior Citizen	<a href="https://www.hdfcergo.com/customer-care/grievances">https://www.hdfcergo.com/customer-care/grievances</a> Call: 022 6242 6226 Email id: <a href="mailto:seniorcitizen@hdfcergo.com">seniorcitizen@hdfcergo.com</a>	<a href="https://www.hdfcergo.com/customer-care/grievances/escalation level 1">https://www.hdfcergo.com/customer-care/grievances/escalation level 1</a> Call: 022 6242 6226 Email id: <a href="mailto:seniorcitizen@hdfcergo.com">seniorcitizen@hdfcergo.com</a>	<a href="https://www.hdfcergo.com/customer-care/grievances/escalation level 2">https://www.hdfcergo.com/customer-care/grievances/escalation level 2</a> Call: 022 6242 6226 Email id: <a href="mailto:seniorcitizen@hdfcergo.com">seniorcitizen@hdfcergo.com</a>
Write to us at	<a href="mailto:care@hdfcergo.com">care@hdfcergo.com</a>	<a href="mailto:grievance@hdfcergo.com">grievance@hdfcergo.com</a>	<a href="mailto:cgo@hdfcergo.com">cgo@hdfcergo.com</a>
Visit us	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai - 400 078.	Chief Grievance Officer, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai - 400 078.

- If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.
- Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District
<b>AHMEDABAD - Shri Kuldip Singh</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU - Smt. Neerja Shah</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District
<b>BHOPAL - Shri Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh.
<b>BHUBANESHWAR - Shri Suresh Chandra Panda</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
<b>CHANDIGARH - Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	States of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
<b>CHENNAI - Shri M. Vasantha Krishna</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).
<b>DELHI - Shri Sudhir Krishna</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi, 4 Districts of Haryana viz. Gurugram, Faridabad, Sonapat and Bahadurgarh
<b>GUWAHATI - Shri Kiriti .B. Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD - Shri I. Suresh Babu</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	State of Andhra Pradesh, Telangana and Yanam - a part of Union Territory of Puducherry.
<b>JAIPUR - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	Jurisdiction of Office Union Territory, District
<b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe - a part of Union Territory of Puducherry.
<b>KOLKATA - Shri P. K. Rath</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands.
<b>LUCKNOW - Shri Justice Anil Kumar Srivastava</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Naval Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI - Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>NOIDA - Shri Chandra Shekhar Prasad</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>PATNA - Shri N. K. Singh</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
<b>PUNE - Shri Vinay Sah</b> 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.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

## Section 7: Declarations

It is agreed that all statements and declarations made to Us have been relied upon by Us and are the basis of this Policy and shall be deemed to be incorporated into and form part of this Policy.