

ALPHA INSURANCE POLICY

INTRODUCTION

The product is a packaged insurance policy which allows the investment manager to choose any combination from the following covers: Asset Management Protection and Crime Insurance

ASSET MANAGEMENT PROTECTION COVERAGE SECTION

- Fund Reimbursement:** Pays for loss on behalf of a fund, which such fund becomes legally obligated to indemnify an Insured on account of any Professional Services Claim made against an Insured for a Wrongful Act
- Professional Liability:** Pays on behalf of the insured, loss which such insured becomes legally obligated to pay on account of any Professional Services Claim first made against an Insured for a Wrongful Act
- Management Liability:** Pays for Loss for which the Insured Person is not indemnified by an Organisation on account of any Management Claim first made for a Wrongful Act
- Management Indemnification:** Pays for on behalf of an Organisation, Loss for which such Organisation grants indemnification to each Insured Person, as permitted or required by law, on account of any Management Claim for a Wrongful Act
- Legal Representation Expenses:** Pays on behalf of each Insured Person, Legal Representation Expenses on account of any Formal Investigation commenced during the Policy Period
- Entity Securities Coverage:** Pays on behalf of an Organisation, Loss on account Loss on account of any Claim first made during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring before or during the Policy Period
- Employment Practices Coverage:** Pays on behalf of an Insured, Loss on account of any EPL Claim first made during the Policy Period.

EXTENSIONS

- Advancement of Defence Costs & Legal Representation Expenses:** The Company shall, prior to the final disposition of any Claim, advance Defence Costs or Legal Representation Expenses within thirty (30) days of receipt of an invoice from defence counsel
- Outside Directorship Liability:** Covers any Management Claim with respect to any Outside Directorship for any Outside Entity
- Occupational Health and Safety:** Covers Defence Costs on account of any Management Claim or Legal Representation Expenses on account of any Formal Investigation in connection with a violation or breach of an occupational health and safety
- Pollution:** Covers Defence Costs on account of any Management Claim in respect of Pollution provided such Management Claim is brought and maintained entirely outside India
- Pollution Derivative Actions:** Covers Loss on account of any Management Claim in respect of Pollution brought by any shareholder of an Organisation
- Retired Directors or Officers:** Retired Directors or Officers shall have the right to an Extended Reporting Period of eighty-four (84) months within which to report any Management Claims or Formal Investigations that are first made during such eighty-four (84) month period
- Dedicated Additional Limit of Liability for Directors and Officers:** The Company shall pay on behalf of any Director or Officer, Loss on account of any Claim first Directors & Officers made during the Policy Period, or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring, or Formal Investigation
- Loss of Documents:** Covers Loss due to, loss of, or loss of use of, damage or destruction to Documents whilst in the custody of an Organisation. The Company shall not be liable for loss or damage to Documents due to wear and tear, gradual deterioration, moth and vermin
- Emergency Defence Costs or Legal Representation Expenses:** Due to an emergency Defence Costs or Legal Representation Expenses can be incurred without the Company's prior written consent for defence or investigation work performed during a period of thirty (30) days immediately following the date on which the Claim was first made
- Continuity of Cover:** Cover is provided for Claims or circumstances which could or should have been notified under any policy or coverage section of which this Coverage Section is a renewal or replacement or which it may succeed in time

- Crisis Expenses:** Covers Crisis Expenses
- Breach of Privacy:** Covers Loss on account of any Claim alleging the loss or misuse of confidential or personal information, material or data, or invasion or breach of privacy of any client of an Organisation
- Consultants:** Cover extends to any consultant who is engaged pursuant to a written contract between such consultant and an Organisation and who is indemnified by such Organisation
- Professional Supervision:** Professional Services shall include Professional Supervision of any Outside Service Provider

EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES

- Prior Notice: Such facts or circumstances of which prior notice have been already been given
- Prior and Pending: any demand, suit, proceeding, pending against, or order, decree or judgment entered for or against any Insured or Outside Entity on or prior to (i) the Pending or Prior Date; or (ii) a Scheduled Outside Entity Endorsement
- Bodily Injury and damage: bodily injury, sickness, disease or death of any person, property damage to or
- destruction of any tangible property
- Pollution: based upon, arising from or in consequence of Pollution
- Dishonesty: Fraudulent act or omission or any wilful violation or breach of any law

CRIME COVERAGE SECTION

- Employee Dishonesty:** Covers loss of Money, Securities or Property due to dishonest or fraudulent acts of any Employee
- Client Coverage:** Covers loss of Money, Securities or Property sustained by a Client, resulting directly from dishonest or fraudulent acts of any Employee not in collusion with such Client's directors or employees
- Premises Coverage:** Covers loss sustained by an Insured resulting from unlawful taking of Money, Securities or Property by a Third Party or the actual destruction or disappearance of Money, Securities or Property, from the possession, custody or control of the Insured
- Forgery Coverage:** Covers loss from Forgery on, or fraudulent material alteration of, any negotiable instrument committed by a Third Party
- Funds Transfer Fraud Coverage:** Direct loss sustained by an insured resulting directly from Funds Transfer Fraud committed by a Third Party which loss is discovered during the Policy Period
- Computer Fraud:** Direct loss sustained by an Insured resulting from Computer Fraud committed by a Third Party which loss is Discovered during the Policy Period
- Expense Coverage:** Audit Expenses, Investigative Costs, Computer Violation Expenses; resulting from any
- direct loss covered under the policy
- Defence Costs:** Covers defence costs incurred on behalf of the Insured if the Company elects to defend; or incurred and paid by the Insured if the Company elects not to defend. Any claim, suit, arbitration or legal proceeding with respect to which the Insured would be entitled to recovery under this Section

EXCLUSIONS APPLICABLE TO ALL INSURING CLAUSES

- loss or damage due to declared or undeclared war; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention,
- loss of income or profit by an Insured or any Client;
- damages of any type for which the Insured is legally liable,
- indirect or consequential loss or damage of any kind;
- costs, fees and expenses incurred by an Insured in establishing the existence or amount of loss
- loss sustained by one Insured to the advantage of any other Insured

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7. fees, costs or expenses incurred or paid:
 - a) as a result of the reconstitution of Data if an Insured knowingly used illegal copies of programs;
 - b) to render the Data usable by replacement processing equipment;
 - c) to design, update or improve software or programs or to perfect their operation or performance; or
 - d) as a result of an alteration in Data held on magnetic media due to the effect of magnetic fields, their incorrect use or the obsolescence of the computer or its facilities;
- 8) loss resulting from dishonest acts by any member of the Board of Directors of the Insured who is not an Employee
- 9) loss of confidential information of any kind.

SECTION 41 OF INSURANCE ACT 1938 (PROHIBITION OF REBATES)

No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurers.

Any person making default in complying with the provision of this section shall be liable for a penalty which may extend to ₹10 Lakh.