

ALPHA INSURANCE POLICY

In consideration of payment of the premium and receipt thereof by the **Company**, and subject to the terms and conditions of this policy the **Company** and the **Organisation** agree as follows:

INSURING CLAUSE

3.A Fund Reimbursement

The **Company** shall pay, on behalf of a Fund, Loss which such Fund becomes legally obligated to indemnify an **Insured** on account of any Professional Services **Claim** first made against the **Insured** during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring before or during the Policy Period.

3.B Professional Liability

The **Company** shall pay, on behalf of an **Insured**, Loss which such **Insured** becomes legally obligated to pay on account of any Professional Services **Claim** first made against an **Insured** during the Policy Period, or, if exercised, during the Extended Reporting Period, for a Wrongful Act occurring before or during the Policy Period.

3.A Management Liability

The **Company** shall pay, on behalf of each **Insured Person**, Loss for which the **Insured Person** is not indemnified by an **Organisation** on account of any Management **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.

3.B Management Indemnification

The **Company** shall pay, 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** 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.

3.C Legal Representation Expenses

The **Company** shall pay, on behalf of each **Insured Person**, Legal Representation Expenses on account of any Formal Investigation commenced during the Policy Period up to the amount of the limit in Item 1.(f) of the Schedule.

4. Entity Securities Coverage

The **Company** shall pay, on behalf of an **Organisation**, 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 up to the amount of the limit in Item 1.(g) of the Schedule.

5. Employment Practices Coverage

The **Company** shall pay, on behalf of an **Insured**, Loss on account of any EPL **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 up to the amount of the limit in Item 1.(h) of the Schedule.

6. Extensions

a. 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 as provided under this Coverage Section, within thirty (30) days of receipt of an invoice for same from defence counsel.

b. Outside Directorship Liability

Coverage shall extend to any Management **Claim** with respect to any Outside Directorship for any Outside Entity.

c. Occupational Health and Safety

Notwithstanding exclusion 8(c), coverage shall extend to 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, including but not limited to workplace death or industrial manslaughter law anywhere in the world.

Pollution

Notwithstanding exclusion 8(d), coverage shall extend to Defence Costs on account of any Management **Claim** in respect of Pollution up to the amount set forth in item 1.(c) of the Schedule provided such Management **Claim** is brought and maintained entirely outside India.

e. Pollution Derivative Actions

Notwithstanding exclusion 8(d), coverage shall extend to Loss on account of any Management **Claim** in respect of Pollution brought by any shareholder of an **Organisation** in his capacity as such, whether in his own right or on behalf of an **Organisation**, provided that such Management **Claim** is brought and maintained without the assistance, participation or solicitation by any Insured.

f. Retired Directors or Officers

If this Coverage Section is terminated or not renewed by either the **Company** or the Principal **Organisation** for any reason, other than non-payment of premium, and provided that no Event has arisen, 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 but only to the extent such Management **Claims** are for Wrongful Acts occurring prior to, or such Formal Investigations are into conduct prior to, the effective date of termination or non-renewal. There is no additional premium payable for such extended reporting period in respect of any Retired Directors or Officers.

g. Dedicated Additional Limit of Liability for Directors & Officers

Notwithstanding anything to the contrary in Section 6. Limit of Liability, in the General Terms and Conditions (but otherwise subject to all applicable terms and conditions), the **Company** shall pay under this Extension only on behalf of any Director or Officer, 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, or Formal Investigation into conduct occurring, before or during the Policy Period. Coverage is only available if purchased as set forth in Item 1(i) of the Schedule. The **Company's** maximum liability under this Extension shall not exceed the amount as set forth in Item 1(i) of the Schedule inclusive of all Loss in respect of all **Claims** against all Directors or Officers.

h. Loss of Documents

Notwithstanding Exclusion 8.(c), coverage shall extend to Loss up to the amount set forth in Item 1.(d) of the Schedule on account of any Professional Services **Claim** due to loss of, or loss of use of, damage or destruction to Documents whilst in the custody of an **Organisation** and for which the **Organisation** is legally liable or any person to whom the **Organisation** has entrusted them; or anywhere in transit in respect of all damage for which the **Organisation** is legally liable, provided that the **Company** shall not be liable for loss or damage to Documents due to wear and tear, gradual deterioration, moth and vermin. No Deductible Amount applies to this extension.

i. Emergency Defence Costs or Legal Representation Expenses

If, because of an emergency, the **Company's** prior written consent to any Defence Costs or Legal Representation Expenses as required in accordance with section 10. Defence, of the General Terms and Conditions cannot be requested, Defence Costs or Legal Representation Expenses can be incurred without that 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.

j. Continuity of Cover

Notwithstanding exclusion 8.(a), coverage 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 provided always that:

- the **Claim** or circumstance could and should have been notified after the Pending or Prior Date set forth in the Schedule;
- the **Company** has continued to be the insurer under such previous policy or coverage section without interruption; and
- the cover provided by this Extension shall be in accordance with all the terms and conditions of the policy or coverage section under which the **Claim** or circumstance could and should have been notified.

k. Crisis Expenses

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Coverage shall extend to Crisis Expenses up to the amount of the sub-limit in Item 1(e) of the Schedule. No Deductible Amount applies to this extension.

l. Breach of Privacy

Coverage shall extend to 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** anywhere in the world or the breach of any law or regulation that regulates the collection, management, confidentiality or disclosure of personal or confidential information of any client of an **Organisation** anywhere in the world.

m. Consultants

Coverage shall extend to any consultant who is engaged pursuant to a written contract between such consultant and an **Organisation** and who is indemnified by such **Organisation** provided that cover is only available to such individual whilst such individual is in the exclusive service of the **Organisation** in the ordinary course of such **Organisation's** business and whom such **Organisation** has the right to govern and direct in the performance of such service.

n. Professional Supervision

Professional Services shall include Professional Supervision of any Outside Service Provider. Cover as set forth in the above extensions is subject to all the provisions of this policy unless stated otherwise.

7. Definitions

When used in bold type in this **Coverage Section**:

Claim means:

- (1) With respect to Insuring Clauses 1 and 2 only: any **Professional Services Claim**;
- (2) With respect to Insuring Clauses 3.A and 3.B only: any **Management Claim**;
- (3) With respect to Insuring Clause 3.C only: any **Formal Investigation**;
- (4) With respect to Insuring Clause 4 only: any **Securities Claim**;
- (5) With respect to Insuring Clause 5 only: any **EPL Claim**

Consensual Claim means any **Claim** which is brought with the solicitation, intervention, participation or assistance (other than where an **Insured** is compelled by law to assist or participate in such **Claim**) of an **Insured** against whom it is brought.

Crisis Expenses means that part of Loss consisting of reasonable costs, charges, fees and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of an **Organisation** or office overheads, travel costs unrelated to a **Claim** or other administration costs) incurred by an **Organisation**, with the **Company's** prior written consent (which shall not be unreasonable withheld), in retaining the services of any public relations firm, crisis management firm or executive search firm to advise the **Organisation** with respect to managing the public communication of and limiting the disruption to the **Organisation's** business due to (a) the announcement or commencement of any Formal Investigation; or (b) the permanent disability, death, discharge or resignation (other than in accordance with a planned retirement) of a chairman, chief executive officer, president, any natural person for whom the **Organisation** maintains key person life insurance or who is designated as a Key Man in Item 4 of the Schedule.

Defence Costs means that part of Loss consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of an **Organisation** or office overheads, travel costs unrelated to a **Claim** or other administration costs) incurred, with the **Company's** prior written consent, in defending, investigating, settling or appealing any **Claim** and the premium paid for appeal, attachment or similar bonds including, for the avoidance of doubt, reasonable costs, charges or fees resulting from an **Insured Person** lawfully opposing, challenging, resisting or defending against any request for or any effort to obtain the **Extradition** of such **Insured Person**; or appealing any order or other grant of **Extradition** of such **Insured Person**.

Director means any natural person who was, now is or shall be a company director including, for the avoidance of doubt, an alternate director, a de facto director or a shadow director and shall include any equivalent position in any jurisdiction.

Documents mean any documents whatsoever including computer records and electronic or digitised data but shall not include any currency, cheque, bill of exchange, draft, letter of credit, promissory note, money order or other negotiable instruments.

EPL Claim means:

1. Any written demand for monetary damages or non-pecuniary relief;
2. any civil proceeding;
3. Any arbitration, mediation or alternative dispute resolution proceeding;
4. Any formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document; which is brought and maintained by or on behalf of any **Insured Person** or past, present or prospective employee of an **Organisation**, against an **Insured** for a **Wrongful Act**, including any appeal there from.

Employee Entitlements means employee benefit arrangements of any kind (whether during or post employment) including:

- (a) provision for unemployment, redundancy, severance, retirement, sickness, disability, maternity leave, paternal leave, adoption leave, annual leave, long service leave, compassionate leave or personal leave;
- (b) entitlements under any statute or **Industrial Instrument** including the calculation, timing or manner of payment of minimum wages, prevailing wage rates, overtime pay, time in lieu, allowances and penalties alleged to be due and owing;
- (c) accident, life, medical, disability or other welfare plans, including insurance of any kind;
- (d) superannuation, retirement or pension contributions, benefits and entitlements
- (e) **Stock Benefits**, profit sharing or deferred compensation plans.

Event means (a) the **Principal Organisation** merging into or consolidating with another organisation such that the **Principal Organisation** becomes a subsidiary of the other organisation; (b) another organisation acquiring the business or assets of the **Principal Organisation**; or (c) another organisation or person or group of organisations or persons acting in concert acquiring control of the composition of the **Principal Organisation's** board, being in a position to cast, or control the casting of more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the **Principal Organisation** or holding more than fifty percent (50%) of the issued share capital of the **Principal Organisation** (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

External Administrator means any liquidator, receiver, receiver and manager, administrator, controller or holder of similar office or position in any jurisdiction, appointed other than by an **Organisation**, appointed under any law anywhere in the world or pursuant to the provisions of any contract or other instrument.

Extradition means any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

Financial Impairment means (i) the appointment by any tribunal, agency or court or creditor, anywhere in the world, of an **External Administrator** to take control of, supervise, administer, manage or liquidate an **Organisation** or its assets, business or affairs; or (ii) an **Organisation** becoming a debtor in possession or taking any corporate action or commencing legal proceedings for its winding-up, dissolution, administration, receivership or insolvent corporate restructuring or an event occurring which has an analogous effect under the laws of any other jurisdiction.

Formal Investigation means a formal administrative or formal regulatory inquiry by a governmental, regulatory, self-regulatory, professional, statutory or official body or institution that is empowered by law to investigate the affairs of an **Organisation** or an **Insured Person**. **Formal Investigation** does not include any routine supervision, inspection, compliance or similar reviews conducted by any regulatory, self-regulatory, professional, statutory or official body or institution or any investigation of industry-wide violations rather than a specific investigation of the affairs of an **Organisation** or an **Insured Person**.

Fund means each unit trust, partnership or investment company anywhere in the world managed, operated or administered by an **Organisation** but does not include a **Hedged Fund**, **Mortgage Fund** or **Real Estate Investment Fund** unless such fund is specified in a scheduled endorsement to this **Coverage Section**.

Hedged Fund means a fund which aims to provide an absolute investment return in rising and falling markets by the use of derivatives, short selling or gearing, or any combination thereof.

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Industrial Instrument means any award, collective or individual agreement, arrangement or other instrument which is made or authorized under statute or certified or registered by an industrial tribunal or court in India or similar industrial tribunal or court anywhere in the world.

Insured means the **Organisation** and/or an **Insured Person**.

Insured Capacity means the position or capacity designated in the definition of **Insured Person** held by any **Insured Person** but shall not include any position or capacity in any organisation other than the **Organisation**, even if such **Organisation** directed or requested the **Insured Person** to serve in such other position or capacity, other than an **Outside Directorship**.

Insured Person means any natural person who was, now is or shall be:

- (a) a member of any board committee or advisory board, or the holder or any equivalent position in any jurisdiction, provided such member is granted indemnification by an **Organisation**;
- (b) a **Director** or **Officer** of an **Organisation**;
- (c) an employee of an **Organisation**;
- (d) a **Director** of an **Organisation** who is a director of a corporate trustee or a policy committee member of any superannuation fund established for the benefit of employees of an **Organisation**; and/or
- (e) General partners, managing general partners, managing members, members of a Board of Members, governors or equivalent executives in any jurisdiction in an **Organisation**,

but does not include an **External Administrator**.

Key Man means any **Insured Person** designated in Item 4 of the Schedule.

Legal Representation Expenses means reasonable **Defence Costs** which an **Insured Person** incurs on account of the attendance and/or the provision of documents or information by such **Insured Person** in an **Insured Capacity** at or to any **Formal Investigation**.

Loss means the amount which an **Insured** becomes legally obligated to pay on account of any covered **Claim**, including, but not limited to:

- (a) **Defence Costs**;
- (b) **Legal Representation Expenses**;
- (c) awards of damages or orders made by any court or tribunal to pay compensation;
- (d) judgments;
- (e) Sums payable due to settlements to which the Company has consented;
- (f) awards of claimant's costs;
- (g) pre-judgment and post-judgment interest;
- (h) punitive, exemplary or aggravated damages provided the Company is not prohibited by law from paying such damages in the jurisdiction in which the Claim is determined;
- (i) the multiple portion of any multiplied damages award provided the Company is not prohibited by law from paying such damages in the jurisdiction in which the Claim is determined; and

Loss shall include **Crisis Expenses** notwithstanding that there is no allegation of a **Wrongful Act**.

Loss does not include:

any amount for which an **Insured Person** is absolved from payment by reason of any covenant or agreement, other than indemnification of an **Insured Person** by an **Organisation** or indemnification of an **Insured** by any trust, estate, plan or fund and/or any similar entity or the sponsor of such trust, estate, plan, or fund and/or any similar entity, or order or determination of a tribunal or court;

- i. fines or penalties imposed by law;
- ii. any amount not covered by this **Coverage Section** because of section 11. Allocation of the General Terms & Conditions;
- iii. any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged for **Professional Services**
- iv. matters for which the Company is legally prohibited from indemnifying the

Insured under the laws of India other than to the extent covered pursuant to paragraphs (h) and (i) above; or

- v. costs and expenses of any kind, including **Defence Costs** and **Legal Representation Expenses**, in connection with the matters in (a) – (e) above.

Mandate means an agreement in writing under which a client appoints the **Organisation** to manage a discrete portfolio of assets on behalf of such client.

Management Claim means:

- a) a written demand for monetary damages or non-pecuniary relief;
- b) a civil proceeding;
- c) a criminal proceeding;
- d) an **Extradition proceeding**;
- e) an arbitration, mediation, conciliation or alternative dispute resolution proceeding;
- f) a formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,

against any **Insured Person**, individually or otherwise, for a **Wrongful Act**, including any appeal therefrom.

Mortgage Fund means a fund which invests any portion of its assets directly in loans secured by mortgages over real property.

Officer means any natural person who was, now is or shall be a company secretary, officer or the holder of an equivalent position in any jurisdiction.

Organisation means:

- a) the **Principal Organisation** and/or each Fund;
- b) any **Subsidiary** of the above item (a)

Outside Directorship means the position of **Director**, **Officer**, trustee, governor, councillor, or the holder of an equivalent position in any jurisdiction, held by an **Insured Person** in an **Outside Entity** provided that such position is assumed and maintained with the knowledge and consent or at the request of the **Organisation**.

Outside Entity means any organisation:

- (a) whose governing documents prevent it from distributing profits or assets for the benefit of members, whether or not it is exempt from the payment of income tax under any law, regulation or by-law anywhere in the world; or
- (b) which is not registered or approved for direct or indirect trading on a national securities exchange or over the counter trading system anywhere in the **U.S.A**; or
- (c) which is not located, incorporated or domiciled or does not operate in **U.S.A**; or
- (d) which is not a bank, finance company, leasing company, friendly society, life insurance company, general insurance company, reinsurance company, investment company, mutual fund, collective investment scheme, fund manager, investment adviser, responsible entity of a managed investment scheme, trustee company, money market corporation, investment bank or any broker or dealer in securities or commodities, mortgage broker, real estate agent, stock exchange, commodities exchange, futures exchange, custodian, clearing house, registrar, medical benefits association or hospital benefits association or organisations of a similar nature; or which is a **Scheduled Outside Entity** where the **Outside Directorship** is specified in a Scheduled Outside Entity Endorsement to this policy at the inception of the **Policy Period**.

Outside Service Provider means any person or entity that is not an **Insured**, that performs **Professional Services** at the direction or on behalf of an **Organisation** pursuant to a written contract between such person or entity and an **Organisation** the terms of which are openly stated in explicit language at the time of its making.

Pending or Prior Date means the date from which an **Organisation** has maintained uninterrupted cover of the same nature as that provided herein with the Company or such date as agreed to in writing by the Company, either of which is set forth in Item 3 of the Schedule.

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

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Pollution means:

- (a) the actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, escape, seepage, migration, dispersal, treatment, removal or disposal of any **Pollutants**; or
- (b) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or

any action taken in response to or contemplation or anticipation of any such regulation, order, direction or request; or

any action taken voluntarily to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, whether or not in relation to any such regulation, order, direction or request;

including but not limited to any claim for loss to the **Organisation** or an **Outside Entity**, the holders of its securities or its creditors based upon, arising from, or in consequence of the matters described in (a) or (b) of this definition. **Principal Organisation** means the organisation designated in Item 1 of the Schedule of the General Terms and Conditions.

Professional Services means financial, economic or investment advice given or investment management services performed or required to be performed by an **Organisation** in respect of a **Fund** or a **Mandate**. In clarification and not in limitation of the foregoing, **Professional Services** shall include:

- a) the formation, capitalization, operation and management of any **Fund**;
- b) marketing of any **Fund** and the solicitation of potential investors in any such **Fund**;
- c) portfolio management and asset allocation services; administration, custodial or registry services;
- d) trustee services;
- e) publications prepared or written by any **Insured** for or on behalf of any **Fund** or any client.

Professional Services shall include the failure to render services required to be performed as set forth above.

Professional Services Claim means:

- a) a written demand for monetary damages or non-pecuniary relief;
- b) a civil proceeding;
- c) an arbitration, mediation, conciliation or alternative dispute resolution proceeding;
- d) a criminal proceeding; or
- e) any investigation into possible violations of law or regulation initiated by any governmental body or self-regulatory organisation, or any proceeding commenced by the filing of a notice of charges, or formal investigative order or similar document.
- f) against an **Insured** for a **Wrongful Act**, including any appeal there from.

Professional Supervision means an **Insured's** selection of an **Outside Service Provider** and its oversight and direction of the performance of such **Outside Service Provider** in providing **Professional Services**.

Real Estate Investment Fund means a fund which invests any portion of its assets directly in real property.

Retaliation means retaliatory treatment against an **Insured Person** on account of such individual:

- a) exercising his rights under law, including but not limited to rights under any workers compensation laws;
- b) refusing to violate any law;
- c) having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law by an **Organisation**;
- d) disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or
- e) filing or pursuing any claim against an **Organisation** under any "whistle blower" law anywhere in the world.

Retired Director or Officer means a **Director** or **Officer** of an **Organisation** who has ceased to act in his **Insured Capacity** prior to the expiry of the **Policy Period** for reasons other than disqualification from holding the office of director or from managing a company and other than due to an **Event**.

Scheduled Outside Entity means any organisation listed in a Scheduled Outside Entity Endorsement to this **Coverage Section**.

Securities Claim means:

- a) a written demand for monetary damages or non-pecuniary relief;
- b) a civil proceeding;
- c) an arbitration, mediation, conciliation or alternative dispute resolution proceeding;
- d) a criminal proceeding; or
- e) a formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,

against an **Organisation** for a **Wrongful Act**, including any appeal there from.

Stock Benefits means any offering, plan or agreement between an **Organisation** and any **Insured Person** or employee which grants stock, stock warrants, stock options or stock appreciation rights in an **Organisation** to such **Insured Person** or employee, including but not limited to restricted stock or any other stock grant or compensation or incentive granted in the form of securities of such **Organisation**. **Stock Benefits** shall not include employee stock ownership plans or employee stock purchase plans.

Subsidiary means at the time of the occurrence of a **Wrongful Act** any organisation:

- (a) in which one or more **Organisations**:
 - I. controls or controlled the composition of the organisation's board;
 - II. is in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the organization;
 - III. holds or held more than 50% of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
- (b) in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is or was owned or controlled, directly or indirectly, in any combination, by one or more **Organisations**.

U.S.A means the United States of America and any territory under its jurisdiction.

U.S.A Claim means a **Claim** brought or maintained, in whole or in part, in the **U.S.A** or based, in whole or in part, on any law of the **U.S.A**.

Wrongful Act means:

- (a) with respect to Insuring Clauses 1 and 2 only, any act or omission, including but not limited to, any error, misstatement, misleading statement, neglect, breach of duty or breach of trust committed, attempted or allegedly committed or attempted, by an **Insured**, an **Outside Service Provider** or any person for whose acts an **Organisation** becomes legally liable, while performing or failing to perform **Professional Services**, or any other matter claimed against an **Insured** an **Outside Service Provider** or person for whose acts an **Organisation** becomes legally liable which arises solely by reason of their performing or failing to perform **Professional Services**;
- (b) with respect to Insuring Clauses 3.A and 3.B only, any act or omission, including but not limited to, any error, misstatement, misleading statement, neglect, breach of duty, breach of trust or breach of warranty of authority committed, attempted or allegedly committed or attempted, by an **Insured Person** while acting solely in their **Insured Capacity** or any other matter claimed against an **Insured Person** solely by reason of their serving in such **Insured Capacity**;
- (c) with respect to Insuring Clause 4 only, any act or omission, including but not limited to, any error, misstatement, misleading statement, neglect, breach of duty or breach of trust committed, attempted or allegedly committed or attempted, by an **Insured** with respect to the purchase or sale of, or offer to purchase or sell, any securities issued by an **Organisation**; or the ownership of securities of an **Organisation** by a holder of its securities.
- (d) With respect to Insuring Clause 5 only, any actual or alleged wrongful or unfair, employment-related: discipline, dismissal, denial of natural justice, discharge or termination of employment, breach of any oral, written or implied employment contract, misrepresentation, discrimination, harassment, sexual harassment, failure to employ or promote, deprivation of a career opportunity, failure to grant tenure, demotion, evaluation, invasion of privacy, defamation, infliction of emotional distress or any **Retaliation**.

8. Exclusions Applicable to all Insuring Clauses

The Company shall not be liable for **Loss** on account of any **Claim**:

- (a) Prior Notice
 - based upon, arising from or in consequence of any fact or circumstance if

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notice of such fact or circumstance has been given under any policy or coverage section of which this **Coverage Section** is a renewal or replacement of or which it succeeds in time;

(b) Prior and Pending

based upon, arising from or in consequence of 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, or the same or substantially the same fact or circumstance underlying or alleged therein, provided however, that (ii) shall apply only to any **Claim** based upon, arising from or in consequence of any **Outside Directorship** in an **Outside Entity**

(c) Bodily Injury and Property Damage

for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any tangible property, including loss of use thereof, whether or not it is damaged or destroyed. For clarity, this exclusion shall not apply to (1) loss of, or loss of use of, damage to, or destruction of **Documents** whilst in the custody of an **Organisation** in accordance with Extension 6(h); or (2) to mental anguish, humiliation or emotional distress asserted in an **EPL Claim**; or

(d) Pollution

based upon, arising from or in consequence of **Pollution**. It is agreed that this exclusion shall not apply to any **EPL Claim** for **Retaliation**; or

(e) Dishonesty

based upon, arising from, or in consequence of any deliberately fraudulent act or omission or any willful violation or breach of any law, regulation or by-law anywhere in the world or duty imposed by any such law, regulation or by-law by an **Insured**, or an **Insured** having gained any profit, remuneration or advantage to which the **Insured** was not legally entitled to, provided that this exclusion shall not apply (including for the avoidance of doubt to the Company's obligation to advance **Defence Costs** or **Legal Representation Expenses** under extension 6.(a) hereof) until a final adjudication in any proceeding establishes such a deliberately fraudulent act or omission or willful violation or breach. The term 'proceeding' shall not include any declaratory proceeding brought by or against the Company.

9. Exclusions Applicable to Insuring Clauses 1 and 2 Only

- Fund Reimbursement and Professional Liability

The Company shall not be liable for **Loss** on account of any **Professional Services Claim**:

(a) Insured vs Insured

which is brought or maintained by or on behalf of any **Insured** except a **Claim** that is:

brought or maintained by an **Insured Person** for contribution or indemnity, if the **Claim** directly results from another **Claim** covered under this **Coverage Section**;

a **Claim** brought or maintained by an **Organisation** for and on behalf of members of a Fund where, in the opinion of independent counsel selected by and at the expense of such **Organisation** (subject to the Company's prior written consent, such consent not to be unreasonably withheld) the failure to make such **Claim** would result in a breach of duty of such **Organisation**;

brought or maintained by any member of a compliance committee or advisory board who brings and maintains the **Claim** without the active assistance or participation of, or solicitation by any other **Insured**; or

brought by an **Insured Person**, solely as a client of the **Organisation** or an investor in any **Fund**;

Defence Costs;

(b) Assumed Liability

for an **Insured's** liability under any contract; provided that this exclusion shall not apply to (i) any **Claim** by a client or investor if and to the extent that the

Claim alleges a breach of contractual obligations in the rendering or failure to render **Professional Services**; or (ii) to liability which would attach to an **Insured** in the absence of such contract; or

(c) Insolvency of Financial Institutions

for the insolvency of any bank or banking firm, or any broker or dealer in securities or commodities, or other person or the inability of any such person to make payment or settle or effect any transaction of any kind; provided that this Exclusion shall not apply to any **Wrongful Acts** of an **Insured** in rendering **Professional Services**.

10. Exclusions Applicable to Insuring Clauses 3 Only

- Management Liability, Management Indemnification and Legal Representations

The Company shall not be liable for **Loss** on account of any **Management Claim**:

(a) Consensual Claim

based upon, arising from, or in consequence of any **Consensual Claim**; or

(b) U.S.A Insured vs .Insured;

which is a **U.S.A Claim** brought or maintained by or on behalf of (i) any **Insured**; or (ii) any **Outside Entity** or any **Director** or **Officer** of such **Outside Entity** if such **Claim** arises out of such **Outside Directorship**, except:

(i) a **Claim** brought or maintained on behalf of (1) an **Organisation** by one or more persons who are not **Insured Persons**, and who bring and maintain the **Claim** without the solicitation by, or active intervention, assistance or participation of, any **Insured Person** named as a defendant in such **Claim** (other than the solicitation by, or assistance, participation or intervention of any **Insured Person** for which Section 806 of the Sarbanes-Oxley Act 2002, or any similar 'whistleblower' protection provision of an applicable securities law, affords protection to such **Insured Person**); or (2) by or on behalf of an **Outside Entity** by one or more persons who are neither **Insureds** nor **Directors** or **Officers** of such **Outside Entity** and who bring and maintain the **Claim** without the solicitation by, or the active participation, intervention or assistance of any such person (other than the solicitation by, or assistance, participation or intervention of any **Director** or **Officer** of an **Outside Entity** for which Section 806 of the Sarbanes-Oxley Act 2002, or any similar 'whistleblower' protection provision of an applicable securities law, affords protection to such **Director** or **Officer**);

(ii) a **Claim** that is brought or maintained on behalf of an **Organisation** or an **Outside Entity**, by an **External Administrator**, who brings and maintains such **Claim** without the active assistance or participation of, or solicitation by, an **Insured Person** or one or more of an **Outside Entity's Directors** or **Officers**;

(iii) an **EPL Claim**;

(iv) a **Claim** brought or maintained by an **Insured Person**, or by one or more of an **Outside Entity's Directors** or **Officers**, for contribution or indemnification, if the **Claim** directly results from another **Claim** covered under this policy; or

(v) a **Claim** that is brought or maintained by or on behalf of an **Insured Person** who no longer serves in an **Insured Capacity**, such **Claim** being brought or maintained without the active assistance or participation of, or solicitation by, an **Organisation** or any **Insured Person** serving as such at the time such **Claim** is brought or maintained;

(vi) **Defence Costs**; or

(c) **Erisa**

for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act, 1974 (USA) and amendments thereto.

11. Exclusions Applicable to Insuring Clause 4 Only

- Securities Claim

Contractual Liability

The Company shall not be liable for **Loss** in respect of any **Securities Claim** under Insuring Clause 4 only for any actual or alleged liability of others assumed by an **Organization** under any contract that relates to the purchase, sale or offer to purchase or sell or offer to purchase or sell any securities; provided that this

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exclusion shall not apply to liability that would have attached to such **Organisation** in the absence of such contract or to the Company's obligation to advance **Defence Costs** under Extension 6. (a).

Exclusions Applicable to Insuring Clauses 5 Only

- EPL Claims

12. The Company shall not be liable for Loss on account of any EPL Claim:

Trustees Liability

- (a) based upon, arising from, or in consequence of any actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any superannuation, pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing superannuation benefits, pensions, annuities or any other form of benefits to employees of an Organisation provided, however, this exclusion shall not apply to any **EPL Claim for Retaliation**;

Workers' Compensation Unemployment Insurance, Social, Security and disability benefits

- (b) based upon, arising from, or in consequence of any actual or, alleged obligation of any **Insured** pursuant to any workers' compensation, unemployment insurance, social security or similar law, regulation or by-law provided, Disability Benefits however, this exclusion shall not apply to any **EPL Claim for Retaliation**;

Contractual Liability

- (c) for any actual or alleged liability of others, other than an employee, assumed by any **Insured** under any contract except to the extent that such liability would have attached to the **Insured** even in the absence of such contract;

Industrial Instruments

- (d) for breach of duties, obligations or responsibilities under any law, regulation, by-law, or determination made under or pursuant to any statute, ordinance or **Industrial Instrument** howsoever promulgated regulating **Employee Entitlements**;

Specified Termination Payments

- (e) for any salary, wages or commissions or any specified amount of money required to be paid:
- (i) In respect or in lieu of a notice requirement or notice period; or
 - (ii) pursuant to an express written obligation to make payments in the event of the termination of employment, including, without limitation in the event of redundancy, retrenchment or retirement;

Future Salary

- (f) for future salary, wages, commissions, benefits, damages or economic relief, if an **Organisation** is ordered, pursuant to a judgment, determination or final adjudication of a court or tribunal, but fails to hire, promote or reinstate the claimant as an employee provided, however that this exclusion shall not apply to the Company's obligation to advance **Defence Costs** under Extension 6.(a);

Non-Pecuniary Relief

- (g) for any order for, grant of, or agreement to provide non-pecuniary relief provided, however, that this exclusion shall not apply to the Company's obligation to advance **Defence Costs** under Extension 6.(a).

13. Severability of Exclusions

With respect to Exclusion 8(e), in order to determine if coverage is available:

- (a) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person**;
- (b) only facts pertaining to or knowledge possessed by any past, present, or future chief financial officer, in-house general counsel, president, chief executive officer, chairperson, company secretary, managing director, chief investment officer or holder of an equivalent position in

any jurisdiction of an **Organisation** shall be imputed to such **Organisation**.

14. Presumptive Indemnification

With respect to any **Management Claim**, if an **Organisation** is permitted or is not prevented by law from indemnifying an **Insured Person** for **Loss** but fails or refuses, other than for reason of **Financial Impairment**, to so indemnify an **Insured Person** then the Company shall pay such **Loss** on behalf of such **Insured Person** subject to all the Exclusions of this **Coverage Section**. In such event the applicable Deductible Amount set forth in Item 2 of the Schedule shall be paid by the **Organisation** to the Company. No Deductible Amount shall apply in the event of **Financial Impairment**. This section does not apply to **Loss** arising out of an **Outside Directorship**.

15. Advancement of Defence Costs

Any advancement of Defence Costs or Legal Representation Expenses shall be repaid to the Company by the **Insureds**, severally according to their respective interests, if and to the extent it is determined that such **Defence Costs** or **Legal Representation Expenses** are not insured under this **Coverage Section**.

16. Outside Directorship Conditions

If during the **Policy Period** coverage is sought in respect of any additional **Scheduled Outside Entity** such coverage shall apply to such **Scheduled Outside Entity** for a period of ninety (90) days from the date of commencement of such **Scheduled Outside Entity**. Coverage in respect of such **Scheduled Outside Entity** shall terminate ninety (90) days after the date of commencement of such **Scheduled Outside Entity** unless the Company accepts in writing such **Scheduled Outside Entity**.

Coverage for any **Scheduled Outside Entity** is subject to all terms and conditions of this **Coverage Section**.

Coverage in respect of any **Outside Directorship** shall:

- (a) not be available to the **Outside Entity** in which such **Outside Directorship** is held or to any of the **Directors** or **Officers** of such **Outside Entity**;
- (b) be specifically excess of any insurance policies, whether or not listed in the **Proposal**, for the **Outside Entity** and any indemnity available from such **Outside Entity** to such **Insured Person** by reason of serving in such **Outside Directorship**.

If any **Claim** made against an **Insured Person** due to an **Outside Directorship** is insured under any other policy issued by the Company, its parent, a subsidiary or affiliate, then payment under such policy on account of any **Management Claim** also covered under this policy shall reduce, by the amount of the payment, the Company's Limit of Liability under this policy with respect to such **Management Claim**.

17. Priority of Payments

- a) In the event payment of **Loss** is due under this **Coverage Section** but the amount of such **Loss** in the aggregate exceeds the remaining available Limit of Liability for this **Coverage Section**, the **Company** shall:
 - i) first pay such **Loss** for which coverage is provided under Insuring Clause 3.A of this **Coverage Section**; then
 - ii) to the extent of any remaining amount of the Limit of Liability available after payment under (i) above, pay such **Loss** for which coverage is provided under any other Insuring Contract of this **Coverage Section**.
- b) Except as otherwise provided in this section, the **Company** may pay **Loss** as it becomes due under this **Coverage Section** without regard to the potential for other future payment obligations under this **Coverage Section**.

18. Conditions - Dedicated Additional Limit of Liability of Directors & Officers

The Company's maximum liability under Extension 6.(h). Dedicated Additional Limit of Liability for Directors or Officers, is not to exceed the Limit of Liability as set forth in Item 1. (i) of the Schedule, inclusive of all **Loss** in respect of all **Claims** against all **Directors** or **Officers**.

The Company will only pay this Dedicated Additional Limit of Liability on behalf of a Director or Officer in addition to the applicable Limit of Liability, but only after the Company has paid the full amount of the applicable Limit of Liability. The Dedicated Additional Limit of Liability is not included in the applicable Limit of Liability under Section 6. Limit of Liability, of the General Terms and Conditions and is not eroded by payments within that Limit of Liability.

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The Dedicated Additional Limit of Liability for Directors or Officers shall be excess of any insurance available that is specifically excess of this policy or Coverage Section and such excess insurance must be completely exhausted by payment of loss, damages or defence costs there under before the Company shall have any obligation to make payment on account of the Dedicated Additional Limit of Liability for Directors or Officers.

3. Direct 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, while such property is lodged or deposited at premises located anywhere, which loss is Discovered during the Policy Period.

Forgery Coverage

4. Direct loss sustained by an **Insured** resulting from:
 - a. Forgery on, or fraudulent material alteration of, any negotiable instrument committed by a Third Party, or
 - b. transferring, paying or delivering any Money, Securities or Property, or establishing any credit or giving any value in reliance on any written instructions to the **Insured** authorising or acknowledging the transfer, payment, delivery or receipt of Money, Securities or Property, which instructions fraudulently purport to bear the handwritten signature of any Client, financial institution, or Employee, but which instructions either bear a Forgery or have been fraudulently materially altered without the knowledge and consent of such Client, financial institution or Employee, which loss is Discovered during the Policy Period.

Funds Transfer Fraud Coverage

5. 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

6. 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

- 7.a Audit Expenses;
- 7.b Investigative Costs resulting from any direct loss covered under Insuring Clauses 1. and 2.; or
- 7.c Computer Violation Expenses resulting from any direct loss covered under Insuring Clause 6.

Audit Expenses, Investigative Costs and Computer Violation Expenses shall be part of and not in addition to the Limit of Liability applicable to such direct loss. Investigative Costs shall not include expenses incurred by any client.

Defence Costs

8. Defence Costs:
 - (1) incurred on behalf of the Insured if the Company elects to defend; or
 - (2) 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 Coverage Section in excess of the applicable Deductible Amount, whether or not successful, whether or not fully litigated on the merits and whether or not settled. Defence Costs are part of and not in addition to the Limit of Liability available under this Coverage Section.

Definitions

9. When used in bold type in this **Coverage Section**:

Audit Expenses means reasonable costs and expenses, (other than regular or overtime wages, salaries or fees of the company directors, officers or employees of an **Insured** or office overheads, travel costs unrelated to a loss or other administration costs) incurred by an **Insured**, with the Company's prior written consent, due to audits or examinations required by any regulatory or self-regulatory authority to be conducted by such authority or independent accountants by reason of the Discovery of loss sustained by the **Insured** and covered by this Coverage Section.

Client means a customer of an **Insured** to whom such **Insured** provides economic, financial or investment advice or investment management services.

Computer Fraud means the unlawful taking or fraudulently induced transfer of Money, Securities or Property resulting from a Computer Violation.

Computer System means any computer and all input, output, processing, storage, off-line media libraries, and communication facilities which are connected to such computer and facilities provided that such computer and facilities are owned and operated or leased and operated by an **Insured**.

Computer Violation means the fraudulent:

CRIME COVERAGE SECTION

Insuring Clauses**Employee Dishonesty**

1. Direct loss of **Money, Securities or Property** sustained by an **Insured** resulting directly from the dishonest or fraudulent acts of any **Employee**, committed alone or in collusion with others, which result in improper personal financial gain either to such Employee or to others, or which were committed with the intent to cause the **Insured** to sustain such loss, which loss was **Discovered** during the **Policy**.

For the purpose of this Insuring Clause, improper personal financial gain shall not include wages, wage increases, salary, salary increases, commissions, fees, bonuses, promotions, awards, profit sharing, incentive plans, business entertainment expense accounts or superannuation.

Client Coverage

2. Direct 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, including, for the avoidance of doubt, temporary staff or agents of the **Insured**, which were committed with the intent to cause the Client such loss and which result in improper personal financial gain to the Employee, which loss is Discovered during the Policy Period.

Premises Coverage

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- (1) Entry of Data into or deletion of Data from a Computer System;
- (2) change of Data elements or program logic which is kept in a machine readable format of a Computer System; or
- (3) introduction of instructions, programmatic or otherwise, which propagate themselves through a Computer System.

Computer Violation Expenses means reasonable expenses, (other than regular or overtime wages, salaries or fees of the company directors, officers or employees of an **Insured** or office overheads, travel costs unrelated to a loss covered under this Coverage Section or other administration costs) incurred by an Insured, with the Company's prior written consent, to reproduce or duplicate damaged or destroyed Data or computer programs. If such Data or computer programs cannot be duplicated from other Data or computer programs, then Computer Violation Expenses shall also include reasonable costs incurred for the time taken for computer programmers, technical experts or consultants to restore such Data or computer programs to substantially the same level or operational capability existing immediately before the covered loss. **Computer Violation Expenses** shall not include expenses incurred by any Client.

Data means a representation of information, knowledge, facts, concepts or instructions which are processed and stored in a Computer System.

Defence Costs means reasonable expenses, legal fees, court costs and disbursements (other than regular or overtime wages, salaries or fees of the company directors, officers or employees of an Insured or office overheads, travel costs unrelated to a loss covered under this **Coverage Section** or other administration costs) incurred in the investigation and defence of a claim, suit, arbitration or legal proceeding, including any appeals and the premium for any attachment, appeal or similar bonds.

Defence Costs does not mean any expenses, legal fees, court costs or disbursements incurred in connection with an affirmative claim by the Insured or on the Insured's behalf, including counterclaims, cross-claims or third-party claims except for contribution or indemnity asserted with the Company's consent.

Discovery or Discovered means the knowledge of an **Executive** or **Insurance Representative** of an **Insured** of facts which would cause a reasonable person to believe that a loss of the type covered by this Coverage Section has occurred or acts have taken place which may subsequently result in such a loss. This includes loss sustained prior to the inception date of this Coverage Section; which does not exceed the Deductible Amount set forth in the Schedule; or the exact amount or details of which are unknown. **Discovery or Discovered** shall not include knowledge acquired or possessed by an Executive or Insurance Representative, whether acting alone or in collusion with another Employee or any other person, who is a participant in the loss.

Employee means a natural person:

- (1) while in the regular service of an **Insured** in the ordinary course of such **Insured's** business whom such **Insured** has the right to govern and direct in the performance of such service and which the **Insured** compensates by salary, wages and/or commissions, including part-time and casual employees; or
- (2) who is an Executive; or
- (3) duly elected or appointed as a company director, or equivalent in any jurisdiction, of an **Insured** while performing acts coming within the scope of the usual duties of an employee as described in paragraph (1) of this definition; or
- (4) Assigned to perform duties within the scope of the usual duties of an employee, as described in paragraph (1) of this definition, within the **Insured's** premises by any agency furnishing temporary personnel on a contingent or part-time basis. However, this Coverage Section does not cover any loss caused by any such person if such loss is also covered by any insurance or sureties held by the agency furnishing such temporary personnel to an **Insured**; or
- (5) who is a guest student pursuing studies or duties within any of the **Insured's** premises; or
- (6) who is a solicitor retained by the **Insured** and an employee of such solicitor while either is performing legal services for the **Insured**; or
- (7) who is a consultant retained by the **Insured** and an employee of such consultant while either is performing consulting services for the **Insured** pursuant to a written contract; or
- (8) who is an employee of an institution merged or consolidated with the **Insured** prior to the effective date of this Coverage Section; or
- (9) who is a member of a compliance committee, advisory board or any other

board committee.

Each employer of persons as set forth in (4), (6) and (7) above and the partners, officers and other employees of such employers shall collectively be deemed to be one person and in the event of payment under this **Coverage Section**, the Company shall be subrogated to the **Insured's** rights of recovery against any such employer.

Employee shall not include any agent, broker, factor, commission merchant, consignee, contractor not specified in (4), (6) or (7), subcontractor or similar representative

Event means (a) an **Insured** merging into or consolidating with another organisation such that the **Insured** becomes a subsidiary of the other organisation; (b) another organisation acquiring the business or assets of an **Insured**; or (c) another organisation or person or group of organisations or persons acting in concert acquiring control of the composition of an Insured's board, being in a position to cast, or control the casting of more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the Insured or holding more than fifty percent (50%) of the issued share capital of the Insured (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Executive means a natural person, by whatever name called and whether or not a company director of an **Insured**, who is concerned or takes part in such **Insured's** management; who makes, or participates in making, decisions that affect the whole, or a substantial part of the business of such **Insured**; or who has the capacity to significantly affect such **Insured's** financial standing.

Forgery means the signing of another natural person's name with the intent to deceive, but does not mean a signature that includes, in whole, one's own name, with or without authority, in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures shall be treated the same as hand-written signatures.

Funds Transfer Fraud means fraudulent electronic, telegraphic, cable, teletype, facsimile, telephonic or written instructions (other than Forgery) purportedly issued by an **Insured** to a financial institution directing such financial institution to transfer, pay or deliver Money or Securities from any account maintained by such **Insured** at such financial institution, without such **Insured's** knowledge or consent.

Insurance Representative means an employee designated to represent an **Insured** for the purpose of effecting and maintaining insurance.

Insured means the Principal Organisation, any Subsidiary and any Superannuation Fund.

Investigative Costs means reasonable expenses, (other than regular or overtime wages, salaries or fees of the company directors, officers or employees of an **Insured** or office overheads, travel costs unrelated to a loss or other administration costs) incurred by an **Insured**, with the Company's prior written consent, to establish the existence and amount of any direct loss covered by this Coverage Section which is excess of the Deductible Amount applicable to such loss. Investigative Costs shall not include expenses incurred by any Client.

Money means currency, coin, bank notes and bullion.

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

Property means tangible personal property other than Money and Securities.

Related Act means any act, casualty or event; any series of related acts, casualties or events; or any act or series of acts committed by the same person or in which the same person is concerned or implicated, regardless of whether such act, casualty or event or series of acts, casualties or events was committed or occurred before or during the Policy Period.

Securities means negotiable and non-negotiable instruments representing a share, participation or other interest in the property or enterprise of an entity, such as company stock or bonds.

Subsidiary means any organisation in which the Principal Organisation:

- (a) controls the composition of the organisation's board;
- (b) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation; or
- (c) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Superannuation Fund means any superannuation fund established by a

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Principal Organisation or any of its Subsidiaries for the sole benefit of employees of such Principal Organisation or any of its Subsidiaries.

Third Party means a natural person other than an Employee.

Exclusions Applicable To All Insuring Clauses

10. This **Coverage Section** does not directly or indirectly cover:
- loss or damage due to declared or undeclared war; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalisation; or any act or condition incident to any of the foregoing;
 - loss of income or profit by an **Insured** or any **Client**;
 - damages of any type for which the **Insured** is legally liable, except direct compensatory damages arising from a loss covered under this Coverage Section;
 - 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 under this Coverage Section, provided that this exclusion shall not apply to otherwise covered Audit Expenses, Investigative Costs and Computer Violation Expenses;
 - loss sustained by one **Insured** to the advantage of any other **Insured**;
 - fees, costs or expenses incurred or paid:
- as a result of the reconstitution of Data if an **Insured** knowingly used illegal copies of programs;
 - To render the Data usable by replacement processing equipment;
 - To design, update or improve software or programs or to perfect their operation or performance; or
 - 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;
- loss resulting from dishonest acts by any member of the Board of Directors of the **Insured** who is not an Employee, whether acting alone or in collusion with others; or
 - loss of confidential information of any kind.

Exclusions Applicable to All Insuring Clauses Except Insuring Clause 1

11. This Coverage Section does not directly or indirectly cover:
- loss caused by an Employee. However, this Exclusion shall not apply to loss covered under Insuring Clause 3. which results directly from destruction or disappearance of Money, Securities or Property; or
 - loss through the surrender of property away from premises of the **Insured** as a result of a threat to do bodily harm to any natural person; or to do damage to the **Insured's** premises or Property.

Exclusions Applicable to All Insuring Clauses Except Insuring Clauses 1 and 4.

12. This Coverage Section does not directly or indirectly cover:
- loss resulting from forgery or any alteration, or
 - loss involving a counterfeit.

Exclusions Applicable To Insuring Clauses 5 and 6 Only - Computer Fraud

13. This Coverage Section do not directly or indirectly cover loss resulting from mechanical failure, faulty construction, error in design, latent defect, wear and tear, gradual deterioration, electrical disturbance, media failure or breakdown or any malfunction or error in programming or error or omission in processing.

Limit of Liability

14. The Company's maximum liability for each loss shall not exceed the Insuring Clause Limit of Liability for the relevant Insuring Clause as set forth in Item 2 of the Schedule.

If a direct loss is covered under more than one Insuring Clause, the maximum amount payable under this Coverage Section shall not exceed the largest applicable Limit of Liability of any such Insuring Clause.

All loss resulting from any **Related Act** will be treated as a single loss.

Discovery

14. It is a condition of coverage hereunder that, upon Discovery, the **Principal Organisation** will give written notice to the Company as soon as practicable and, in any event, no later than ninety (90) days after the expiration of the Policy Period. Knowledge possessed by an **Insured** or Discovery made shall be deemed knowledge possessed or discovery made by all **Insureds**.

Legal Proceedings Against Insured-Election to Defend

15. The **Insured** shall notify the Company at the earliest practical moment, not to exceed ninety (90) days after the **Insured** receives notice, of any suit or legal proceeding brought to determine the **Insured's** liability for any loss, claim or damage which if established, would constitute a loss covered under this **Coverage Section**. At the request of the Company, the **Insured** shall furnish copies of all pleadings and pertinent papers to the Company. The Company may, at its sole option, elect to conduct the defence of all or part of such legal proceeding. The defence by the Company shall be in the name of the **Insured** through lawyers selected by the Company. The **Insured** shall provide all reasonable information and assistance as required by the Company for such defence.

If the Company declines to defend the **Insured**, no settlement without the prior written consent of the Company or judgment against the **Insured** shall determine the existence, extent or amount of coverage under this Coverage Section.

If the amount demanded in any such suit of legal proceeding is within the Deductible Amount, if any, the Company shall have no liability for Defence Costs incurred in defending all or part of such suit of legal proceeding.

Proof of Loss

16. It is a condition of coverage hereunder that, upon Discovery, the Principal Organisation shall:
- furnish an affirmative proof of loss with full particulars to the Company at the earliest practicable moment and in no event later than six (6) months of such Discovery;
 - submit to examination under oath at the Company's request;
 - produce all pertinent records at such reasonable times and places as the Company designates; and
 - fully co-operate with the Company in all matters pertaining to a loss of claim.

Valuation

18. The Company shall pay on the bases of valuation set out below in respect of the following categories of covered loss:
- BOOKS OF ACCOUNT OR OTHER RECORDS:** the cost of blank books, pages, CD ROMs or discs or other blank materials to replace lost or damaged books of account or other records plus the cost of labour paid by the **Insured** for the actual transcription or copying of data to reproduce such books of account or other records.
 - OTHER PROPERTY:** the actual cash value of the property, or the cost of repairing or replacing property with property of like quality and value, whichever is less, at the time the Principal Organisation furnishes proof of loss in compliance with Section 17. Proof of Loss hereof.
 - SECURITIES:** the least of (1) the actual market value of such Securities at the closing price of such Securities on the business day immediately preceding the day on which the loss is Discovered; or (2) the cost of replacing such Securities, with the consent of the Company and prior to the settlement of any claim for them. In the case of a loss of interim certificates, warrants, rights or other Securities, the production of which is necessary to the exercise of subscription, conversion, redemption or deposit privileges, the value of them shall be the actual market value of such privileges immediately preceding their expiration if said loss is not Discovered until after their expiration. If no market price is quoted for such Securities or for such privileges, the value shall be fixed by agreement of the parties.
 - SET-OFF:** any loss covered under Insuring Clause 1. Employee Dishonesty, shall be reduced by a set-off consisting of the amount owed to the Employee causing the loss, whether or not assigned to another.

Recoveries

19. Recoveries with respect to any loss, whether effected by the Company or by the **Insured**, less the cost of recovery, shall be distributed as follows:
- first, to the **Insured** for the amount of such loss, otherwise covered, in excess of the Limit of Liability;
 - second, to the Company for the amount of such loss paid to the **Insured** as covered loss;
 - third, to the **Insured** for the Deductible Amount applicable to such loss; and
 - fourth, to the **Insured** for the amount of such loss excluded under this Coverage Section.

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

Termination as to any Employee

20. This Coverage Section terminates as to any Employee:

- (a) immediately on the **Insured**, or any of its company directors or Executives, not acting in collusion with such Employee, learning of any dishonest or fraudulent act committed by such Employee at any time, whether in the employment of the **Insured** or otherwise, whether or not such act is of the type covered under this Coverage Section, and whether against the **Insured** or any other person or entity, or
- (b) thirty (30) days after the receipt by the **Insured** of a written notice from the Company of its decision to terminate this Coverage Section as to any Employee.

Termination as to any Employee is without prejudice to the loss of any Money, Securities or Property then in transit in the custody of such Employee.

1. TERMS AND CONDITIONS

Except for these General Terms and Conditions or unless stated to the contrary in any **Coverage Section**, the terms and conditions of each **Coverage Section** apply only to that **Coverage Section**. The General Definitions apply to all **Coverage Sections** in addition to any specific definitions that may apply in each **Coverage Section**. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any **Coverage Section**, the terms and conditions of such **Coverage Section** shall control for purposes of that **Coverage Section**. Any words in bold print in these General Terms and Conditions not defined herein shall have the meaning indicated in the definitions section of the relevant **Coverage Section**.

2. GENERAL DEFINITIONS

Claim shall have the meaning ascribed to that term in the relevant **Liability Coverage Section**

Coverage Event means the event or loss which must occur, be sustained or discovered in order to invoke coverage under the **Crime Coverage Section**.

Coverage Section means the **Liability Coverage Section** and the **Crime Coverage Section** or any one of them as appropriate.

Crime Coverage Section means the **Crime Coverage Section** of this policy, if purchased, as set forth in Item 4 of the Schedule.

Defence Costs shall have the meaning ascribed to that term in the relevant **Liability Coverage Section**.

Domestic Partner means natural person qualifying as a domestic partner of, or being in a similar relationship to, an **Insured Person** under the provisions of any applicable law or under the provisions of any formal program established by an **Organisation**

EPL Claim shall have the meaning ascribed to that term in the Asset Management Protection **Coverage Section**

Event means (a) the **Principal Organisation** merging into or consolidating with another organisation such that the **Principal Organisation** becomes a subsidiary of the other organisation; (b) another organisation acquiring the business or assets of the **Principal Organisation**; or (c) another organisation or person or group of organisations or persons acting in concert acquiring control of the composition of the **Principal Organisation's** board, being in a position to cast, or control the casting of more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the **Principal Organisation** or holding more than fifty percent (50%) of the issued share capital of the **Principal Organisation** (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Insured shall have the meaning ascribed to that term in the relevant **Coverage Section**.

Insured Person shall have the meaning ascribed to that term in each **Coverage Section**. Solely with respect to the **Liability Coverage Section**, coverage for an **Insured Person** shall also include:

- (a) the lawful spouse or **Domestic Partner** of an **Insured Person**, if named as a co-defendant due to his spousal relationship or relationship as a **Domestic Partner**; or
- (b) the estate, heirs, legal representatives or assigns of an **Insured Person** who is deceased or against the legal representatives or assigns of an **Insured Person** who is under a legal disability by reason of mental incapacity or is insolvent or bankrupt.

Liability Coverage Section means the Asset Management Protection Coverage Section of this policy, if purchased, as set forth in Item 4 of the Schedule.

Loss:

- (a) with respect to any **Liability Coverage Section**, shall have the meaning ascribed to that term in such **Coverage Section**; or
- (b) with respect to the **Crime Coverage Section**, means the total amount covered under such **Coverage Section** as a result of any **Coverage Event**.

Organisation means, collectively, the **Principal Organisation** and any **Subsidiary**.

Policy Period means the period of time set forth in Item 2 of the Schedule, subject to any prior termination in accordance with Section 22. Termination of Policy.

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

Proposal means all signed proposals, including attachments and materials incorporated therein, submitted by, or information disclosed by, the **Insured** to the Company for this policy or any policy issued by the Company of which this policy is a direct or indirect renewal or replacement. All such proposals, attachments and materials are deemed attached to, incorporated into and made a part of this policy.

Related Claims means all **Claims** based upon, arising from, or in consequence of the same or related **Wrongful Acts**, facts or circumstances or the same or related series of **Wrongful Acts**, facts or circumstances.

Subsidiary means at the time of the occurrence of a **Wrongful Act** any organisation:

- (a) in which one or more **Organisations**:
 - (i) controls or controlled the composition of the organisation's board;
 - (ii) is in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the organization;
 - (iii) holds or held more than 50% of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
- (b) in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is or was owned or controlled, directly or indirectly, in any combination, by one or more **Organisations**.

3. TERRITORY AND JURISDICTION

Coverage shall extend anywhere in the world for others and anywhere in India for Entity EPLI

4. CHOICE OF LAW FOR POLICY DISPUTES

The construction and enforcement of the provisions of this policy shall be determined in accordance with and governed by the laws of India, except as provided for in Section 11. Allocation, any disputes relating to the construction and enforcement of the provisions of this policy shall be submitted to the exclusive jurisdiction of the courts in India.

5. BILATERAL EXTENDED REPORTING PERIOD

If any **Liability Coverage Section** is terminated or not renewed by either the Company or the **Principal Organisation** for any reason, other than non-payment of premium, and provided that no **Event** has occurred, then the **Principal Organisation** and the **Insured Persons** shall have the right:

- (a) to an extended reporting period of ninety (90) days from the effective date of termination or non renewal within which to report to purchase any Claims that are first made during such ninety (90) day period. There is no additional premium payable for such extended reporting period;
- (b) upon payment of the additional premium set forth in Item 5.(b) of the Schedule, to an additional extended reporting period of 365 days from the expiry date of the extended reporting period referred to in (a) above within which to report any Claims first made during such additional 365 day period; but only to the extent such Claims are for **Wrongful Acts** occurring prior to and Formal Investigations into conduct occurring prior to the effective date of termination or non-renewal.

The right to the additional extended reporting period of 365 days shall lapse unless written notice of such election, together with payment of the additional premium due

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as set forth in Item 5(b) of the Schedule is received by the Company within ninety (90) days following the effective date of termination or non-renewal. Any Claim made during an Extended Reporting Period shall be deemed to have been made during the immediately preceding Policy Period.

If the additional Extended Reporting Period is purchased in accordance with this section then:

- (i) it cannot be cancelled by the Insureds or the Company; and
- (ii) the entire premium noted in Item 5.(b) of the Schedule shall be deemed fully earned at the inception of the additional Extended Reporting Period.

6. LIMIT OF LIABILITY

(A) Solely with respect to the **Liability Coverage Section**:

- (1) Other than with respect to the Dedicated Additional Limit of Liability for Directors and Officers, the Company's maximum liability for **Loss** under the applicable **Liability Coverage Section** on account of any **Claim** first made during the same **Policy Period** shall be the Limit of Liability set forth in the Schedule for the applicable **Liability Coverage Section**. If a **Loss** is covered under more than one **Liability Coverage Section**, then the Limit of Liability for each **Loss** set forth in the Schedule of the applicable **Liability Coverage Section** shall apply to such **Loss**.
- (2) Notwithstanding the above, the Company's maximum liability for **Loss** in respect of which a sub-limit is specified for each **Loss** and/or each **Policy Period** in the Schedule of the applicable **Liability Coverage Section** or any endorsement shall be that specified sub-limit of liability. Sub-limits are part of, and not in addition to the Limits of Liability set forth in the Schedule of the applicable **Liability Coverage Section**.
- (3) **Defence Costs** and **Legal Representation Expenses** are part of and not in addition to the applicable Limit of Liability as set forth in the Schedule for each applicable **Liability Coverage Section**; the payment by the Company of **Defence Costs** or **Legal Representation Expenses** erodes such Limits of Liability.
- (4) If granted, the Company shall pay the Dedicated Additional Limit of Liability for Directors and Officers in addition to and only after the Company has paid the full amount of the Limit of Liability set forth in Item 3(a) of the Schedule. The Dedicated Additional Limit of Liability for Directors and Officers is not eroded by payments within the Limit of Liability set forth in Item 3(a) of the Schedule.
- (5) All **Related Claims** shall be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with Section 8. Reporting and Section 9. Notice, regardless of whether such date is before or during the **Policy Period**.
- (B) Solely with respect to the **Crime Coverage Section**, the Company's maximum liability shall be in accordance with Section 14. Limit of Liability of such **Coverage Section**.
- (C) With respect to all **Coverage Sections**, and other than with respect to the Dedicated Additional Limit of Liability for Directors and Officers:

- (1) The Company's combined maximum liability for all Losses and all Coverage Events under all **Liability Coverage Sections** and the **Crime Coverage Section** combined during the same **Policy Period** shall be the Combined Maximum Aggregate Limit of Liability set forth in Item 3(d) of the Schedule for these General Terms and Conditions.
- (2) The Limits of Liability set forth in Items 3(a), 3(b) and 3(c) of the Schedule for these General Terms and Conditions and the Limits of Liability set forth in each of the **Liability Coverage Sections** and **Crime Coverage Section**, are sub-limits of liability. They are part of, and not in addition to, the Combined Maximum Aggregate Limit of Liability set forth in Item 3(d) of the Schedule for these General Terms and Conditions.
- (3) The Dedicated Additional Limit of Liability for Directors and Officers is not eroded by payments within the Limit of Liability set forth in Item 3(d) of the Schedule.

7. DEDUCTIBLE

The Company's liability under this policy shall apply only to that part of each **Loss** or **Coverage Event** which is in excess of the applicable Deductible Amount set forth in the Schedule for each applicable **Liability Coverage Section** or the **Crime Coverage Section**, and such Deductible Amount shall be borne by the **Insureds** uninsured and at their own risk.

If a single **Loss** is covered by more than one **Coverage Section** and if more than one Deductible applies to such **Loss**, the applicable Deductibles shall be applied separately to each **Loss** but the sum of such Deductibles shall not exceed the largest applicable Deductible.

With respect to the Insuring Clauses - 3.A. Management Liability, 3.B. Management Indemnification and 3.C. Legal Representation Expenses - of the Asset Management Protection **Coverage Section** only, no Deductible Amount shall apply to any **Loss** for which an **Organisation** is prevented by law or due to **Financial Impairment** from indemnifying an **Insured Person**.

8. REPORTING

(A) Solely with respect to any **Liability Coverage Section**:

- (1) The **Insureds** shall give to the Company written notice of any **Claim** as soon as practicable and, in any event, no later than the expiration of any Extended Reporting Period.
- (2) If during the **Policy Period**, or any applicable Extended Reporting Period, an **Insured** becomes aware of circumstances which could give rise to a **Claim** and gives written notice of such circumstances to the Company as soon as practicable thereafter but before the expiration or termination of this policy, then any **Claim** subsequently arising from such circumstances shall be considered to have been made during the **Policy Period** or Extended Reporting Period in which the circumstances were first reported to the Company.
- (3) Each **Insured** shall give to the Company 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 such **Insured** first became aware of the **Claim** or circumstances.

(B) Solely with respect to the **Crime Coverage Section**, reporting of a **Coverage Event** shall be in accordance with Section 15. Discovery and Section 16. Legal Proceedings against **Insured**— Election to Defend, of such **Coverage Section**.

9. NOTICE

Any notice to the Company with respect to any **Coverage Section** shall designate the **Coverage Section** under which the notice is being given and shall be treated as notice under only the **Coverage Section** so designated.

All notices to the Company under this policy shall be given in writing at the Company's address set forth in the Schedule.

Any such notice shall be effective on the date of receipt by the Company at such address.

10. DEFENCE

(A) Solely with respect to any **Liability Coverage Section**:

- (1) It shall be the duty of the **Insured** and not the duty of the Company to defend **Claims** other than with respect to a **Management Claim** brought by or on behalf of an **Organisation**. The Company shall have the right, but not the duty, to defend a **Management Claim** brought or maintained by or on behalf of an **Organisation** and to appoint lawyers for that purpose.
- (2) Each **Insured** agrees not to settle, or convey any offer of settlement to any claimant with regard to any **Claim**, incur any **Defence Costs** or **Legal Representation Expenses** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent. The Company shall not otherwise be liable for any **Defence Costs**, **Legal Representation Expenses**, any other element of **Loss** incurred, any obligation assumed or any admission made by any **Insured** without the Company's prior written consent. Provided the **Insureds** comply with this section, the Company shall not unreasonably withhold or delay any such consent.
- (3) No Hammer Clause:
With respect to any **Claim** that appears reasonably likely to be covered in whole or in part under this **Coverage Section** the Company shall have the right and shall be given the opportunity to associate with each **Insured**, and shall be consulted in advance by the **Insured**, regarding the investigation, defence and settlement, including the negotiation of any settlement, of any **Claim** that appears reasonably likely to be covered in whole or in part by this **Coverage Section**.

- (4) With respect to any EPL Claim, the Company may make any investigation it deems necessary and may, with the written consent of the **Insured**, make any settlement of any EPL Claim it deems expedient. If the **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the Company's recommendation (a "Proposed Settlement"), then the Company's liability for all **Loss** on account of such EPL Claim shall not exceed the amount of the Proposed Settlement plus **Defence Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement.

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- (5) Each **Insured** agrees that, in the event of a Claim, such **Insured** will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

(B) With respect to all **Coverage Sections**:

Each **Insured** agrees to provide the Company with all information, assistance and co-operation which the Company reasonably requires including, without limitation, for the purposes of any investigation the Company makes, in its absolute discretion.

Each **Insured** agrees that such **Insured** will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

11. ALLOCATION

Where a **Claim**:

- (1) includes both matters covered and matters that are not covered by any **Liability Coverage Section**; or
- (2) is made against a person or organisation other than an **Insured Person** or an **Organisation** where relevant,

the Company and the **Insured** shall allocate any amounts incurred by or on behalf of the **Insured**:

- (a) based upon the relative legal and financial exposures of an **Insured** to matters covered and matters not covered by the relevant **Liability Coverage Section**; and
- (b) in the case of a settlement in such **Claim**, based also on the relative benefits of such settlement to an **Insured**.

If the Company and the **Insured** cannot agree on an allocation of Loss:

- (a) no presumption as to allocation shall exist in respect of any disagreement between the Company and the **Insured** regarding allocation;
- (b) the Company may, in its sole discretion, pay such portion of **Defence Costs** and **Legal Representation Expenses** which it believes, in its sole discretion, to be covered under the relevant **Liability Coverage Section** unless and until a different and final allocation is mutually agreed upon between the Company and the **Insured** or is arbitrated or judicially determined;
- (c) the Company, if requested by the **Insured**, shall submit any disagreement between them regarding the allocation of **Loss** other than **Defence Costs** or **Legal Representation Expenses** for determination by arbitration. Any arbitration undertaken in accordance with this section shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force. The Tribunal shall consist of one (1) arbitrator to be appointed by the **Insured**, one (1) arbitrator appointed by the Company and a third independent arbitrator appointed by the afore stated two arbitrators. The costs of arbitration undertaken in accordance with this section shall be borne by the Company.
- (d) any allocation of **Loss** that is mutually agreed upon between the Company and the **Insured** or arbitrated in accordance with this section or judicially determined shall be applied retroactively to all **Loss** notwithstanding any prior payment or advancement, as the case may be, to the contrary; and
- (e) any allocation or advancement of **Defence Costs** or **Legal Representation Expenses** shall not apply to or create any presumption with respect to the allocation of **Loss**, other than **Defence Costs** or **Legal Representation Expenses**, on account of a Claim.

12. ACQUISITION OF ANOTHER ORGANISATION

If an **Organisation** during the **Policy Period**: (a) acquires another **organisation** or merges with another **organisation** such that the **Organisation** is the holding entity, and (b) the gross annual fees, assets under management and assets of the acquired or merged entity each do not exceed twenty-five percent (25%) of the gross annual fees, assets under management and assets, respectively, of an **Organisation** prior to such acquisition or merger then such other **organisation** and the **Insureds** in relation thereto shall be **Insureds** under:

- (a) the **Liability Coverage Sections**: solely for Wrongful Acts occurring or Formal Investigations into conduct occurring after the effective date of such acquisition or creation; and
- (b) the **Crime Coverage Section**: solely for loss Discovered after the

effective date of such acquisition or merger.

However, if such acquired or merged organisation has: (a) gross annual fees, assets under management, or if the assets of the acquired or merged entity exceed twenty-five percent (25%) of the gross annual fees, assets under management or assets, respectively, of an **Organisation** as reflected in the most recent audited, consolidated financial statements of the **Organisation** and the acquired or merged with organisation; or (b) is located, incorporated, domiciled or operates in, or has securities listed on any exchange in the United States of America and any territory under its jurisdiction, then the Principal Organisation shall give written notice of such acquisition or creation to the Company as soon as practicable together with such information as the Company may require. In the event of such acquisition or creation, the Company shall have the right to amend the terms of this policy including charging an additional premium.

With respect to the **Liability Coverage Sections** only, the Company may agree, after presentation of a complete **Proposal**, to provide cover for **Wrongful Acts** occurring or **Formal Investigations** into conduct occurring prior to such acquisition or creation and shall have the right to amend the terms of this policy including charging an additional premium.

13. RESTRUCTURE OF FUNDS

If an Organisation ceases to act as an investment manager or trustee of any Fund during the Policy Period, then with respect to any Liability Coverage Section, coverage under this policy shall continue for such Fund until the termination of this policy, but solely for Claims for Wrongful Acts occurring prior to, and Formal Investigations into conduct occurring prior to, the effective date of such cessation.

14. CESSATION OF SUBSIDIARIES

If any organisation ceases to be a Subsidiary, before or after the inception date of this policy, then with respect to:

- (a) any **Liability Coverage Section**, coverage under this policy shall continue for such Subsidiary and the **Insureds** in relation thereto until termination of this policy, or any renewal thereof, but solely for Claims for Wrongful Acts occurring, or Formal Investigations into conduct occurring, prior to the effective date of such cessation; or
- (b) the **Crime Coverage Section**, such Subsidiary ceases to be **insured** as of the effective date of such cessation.

15. CONVERSION OF COVERAGE

If, during the **Policy Period**, an **Event** occurs then coverage under this policy shall, with respect to:

- (i) any **Liability Coverage Section**, continue until the expiration of this policy, solely for **Claims for Wrongful Acts** occurring prior to, and Formal Investigations into conduct occurring prior to, such event;
- (ii) the **Crime Coverage Section**, terminate effective from the date of such Event.

The Principal Organisation shall give written notice of such event to the Company as soon as practicable together with such information as the Company may require, and the entire premium for this policy will be deemed fully earned as of such event.

With respect to Insuring Clauses - 3.A. Management Liability and 3.B. Management Indemnification - only of the Asset Management Protection **Coverage Section** only, upon receipt by the Company of notice of an **Event** and at the request of the **Principal Organisation**, the Company will provide to the **Principal Organisation** a quotation for an extension of coverage for a period of up to eighty-four (84) months for **Claims** against **Insured Persons** for **Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct prior to, such **Event**. Any coverage extension pursuant to such quotation shall be subject to such additional or different terms, conditions and limitations of coverage and the payment of such additional premium as the Company, in its sole discretion, may require. Payment of the additional premium due for any coverage extension purchased under this section must be received by the Company within thirty (30) days following the acceptance by the Principal Organisation of a quotation by the Company

16. ACQUISITION OR CREATION OF NEW FUNDS

If, during the **Policy Period**, an **Organisation** acquires or creates a new **Fund**, then such new **Fund** and the **Insureds** in relation thereto shall be **Insureds** under the **Liability Coverage Sections** solely for **Wrongful Acts** occurring or **Formal Investigations** into conduct occurring, after the effective date of such acquisition or creation.

If, during the **Policy Period**, an **Organisation** acquires or creates a new **Hedged Fund**, **Mortgage Fund** or **Real Estate Investment Fund** coverage shall apply to such Hedged Fund, Mortgage Fund or Real Estate Investment

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Fund for a period of ninety (90) days from the date of its acquisition or creation. The **Principal Organisation** shall give written notice of such acquisition or creation to the Company within such ninety (90) day period together with such information as the Company may require. If the **Principal Organisation** fails to give written notice within the ninety (90) day time frame, coverage for such newly acquired or created **Hedged Fund, Mortgage Fund or Real Estate Investment Fund** shall cease at the expiration of the ninety (90) day period. In providing terms for coverage beyond the ninety (90) day period, the Company shall have the right to amend the terms of this policy including charging an additional premium, otherwise coverage for such newly acquired or created Hedged Fund, Mortgage Fund or Real Estate Investment Fund is subject to all terms and conditions of this policy.

17. PROPOSAL – NON-RESCINDABLE

In issuing this policy the Company has relied upon the statements, representations and information in the **Proposal**.
With respect to the **Liability Coverage Sections**:

- (1) The **Proposal** shall be construed as a separate proposal for coverage by each **Insured Person** and no statement, representation or information provided in the **Proposal** or knowledge possessed by such **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining if coverage is available under such **Coverage Section**.
- (2) The Company shall not avoid any **Liability Coverage Section** or exercise any rights against any **Insured** for any misrepresentation in the **Proposal** or for any non-disclosure (whether such misrepresentation is innocent, negligent, fraudulent or otherwise). However in the event of misrepresentation or non-disclosure which would otherwise entitle the Company to avoid or rescind the relevant **Liability Coverage Section** or exercise rights as against one or more **Insureds**:
 - a) no **Insured Person** who, at the time the contract evidenced by the relevant **Liability Coverage Section** was entered into, knew the true position with regard to the facts or matters misrepresented to the Company or knew any of the non-disclosed facts, and no **Organisation** to the extent that it may indemnify any such **Insured Person**, shall have cover under the relevant **Liability Coverage Section** on account of a **Claim** based upon, arising from or in consequence of the true position or any non-disclosed facts; and
 - b) if any chairman, managing director, chief executive officer, president, chief financial officer, in-house general counsel, company secretary, chief investment officer, or the holder of any equivalent position in any jurisdiction, of an **Organisation** knew the true position with regard to the facts or matters misrepresented to the Company or knew any of the non-disclosed facts, then no **Organisation** shall have cover under the relevant **Liability Coverage Section** for any **Loss** of that **Organisation** on account of a **Claim** based upon, arising from or in consequence of the true position or any non-disclosed facts.

18. FOREIGN CURRENCY

All premiums, Limits, Deductibles, **Loss** and other amounts under this policy are expressed and payable in the currency of India. If judgment is rendered, settlement is denominated, or any element of **Loss** is stated in a currency other than Indian Rupees, then payment under this policy shall be made in Indian Rupees at the mid rate of exchange published in the currency conversion web site, Oanda.com, or if it is no longer current, a currency conversion web site selected by the Company, on the date the final judgment is reached, the amount of the settlement is agreed upon or any element of **Loss** is due, respectively.

19. SUBROGATION

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

The Company agrees to waive any rights of subrogation against any **Insured Person** except (a) in respect of any liability arising from or contributed to by any dishonest, deliberately criminal, deliberately fraudulent act or omission, gaining any profit or advantage to which one is not legally entitled on the part of any such person; and/or (b) where such **Insured Person** is entitled to indemnity in respect of the **Claim** under any other insurance effected by him or on his behalf, but only to the extent of the indemnity granted by such policy.

The Company agrees to waive any rights of subrogation against any

Fund but not to the extent that such **Fund** is entitled to an indemnity under any other insurance.

20. AUTHORISATION

By acceptance of this policy, the **Principal Organisation** agrees to be the sole agent of and act on behalf of each **Insured** with respect to: the giving and receiving of notice of Claim or termination, 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 (except the giving of notice to apply for the Extended Reporting Period), the adjustment of loss amounts and the receipt of payment of loss. The **Principal Organisation** agrees that it shall be responsible for the application of any such payment as provided in this policy. Each **Insured** agrees that the **Principal Organisation** shall act on their behalf with respect to all such matters.

21. ALTERATION AND ASSIGNMENT

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

22. TERMINATION OF POLICY

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

- (a) in accordance with section 23 of this policy, this policy shall be void ab initio due to non-payment of premium;
- (b) upon expiration of the Policy Period as set forth in Item 5 of the Schedule of this policy; or
- (c) at such other time as may be agreed upon in writing by the Company and the Principal Organisation.

The Company shall have no obligation to renew this policy upon its expiration or termination.

23. PREMIUM PAYMENT

- a) It is hereby agreed that, as a condition precedent to any liability under this policy, any premium due must be paid and actually received by the Company in full.
- b) Notwithstanding anything herein contained but subject to paragraphs (a) and (c) of this Section, it is hereby agreed and declared that any premium due must be paid and actually received by the Company, or any intermediary through whom this policy is effected, on or before the:
 - (i) commencement of the **Policy Period**; or
 - (ii) the effective date of each endorsement for which premium is payable, if any, issued under this policy.
- (a) Subject to paragraph (a) of this Section, in the event that any premium due is not paid and actually received in full by the Company, or any intermediary through whom this policy is effected, within the period referred to above, then:
 - (i) this policy shall be deemed to be terminated and the cover under this policy or each endorsement for which premium is payable, if any, shall be deemed to be void ab initio;
 - (b) The validity of this policy is subject to the condition precedent that:
 - (i) for the risk insured, the **Insured** has never had any insurance policy, whether or not with the Company, terminated in the last twelve (12) months prior to the commencement of the Policy Period due solely or in part to a breach of any premium payment condition in such insurance policy; or
 - (ii) if the **Insured** has breached any premium payment condition in respect of any previous insurance policy, whether or not with the Company, in the last twelve (12) months prior to the commencement of the Policy Period.
- (A) the **Insured** has fully paid all outstanding premium for the time on risk in accordance with the previous insurer's calculations; and
- (B) a copy of the written confirmation from the previous insurer to this effect has been submitted by the **Insured** to the Company prior to the commencement of the Policy Period.

24. BANKRUPTCY

The bankruptcy, winding up, receivership or insolvency of an **Insured** or the estate of an **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights under this policy.

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In this policy:

- (a) the title and any headings or sub-headings are solely for convenience and form no part of the terms and conditions of coverage;
- (b) the Schedule to these General Terms and Conditions and the Schedule to each **Coverage Section** are part of and form an integral part of this policy;
- (c) references to a section and a Schedule refers to a section in and Schedule to these General terms and Conditions or the relevant Coverage Section;
- (d) the singular includes the plural and the plural includes the singular, unless otherwise indicated;
- (e) a reference to this policy includes these General Terms and Conditions and each **Coverage Section** unless otherwise indicated; and
- (f) a reference to one gender includes the other gender.

26. OTHER INSURANCE

If any **Loss** under this policy is insured under any other insurance policy, prior or current, then this policy shall cover such **Loss**, subject to its terms and conditions, only to the extent that the amount of such **Loss** is in excess of the applicable retention (or deductible) and limit of liability of 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 Limits of Liability provided in this policy. Any payment by **Insureds** of a retention or deductible under such other insurance shall deplete, by the amount of such payment, the applicable Deductible Amount under this policy.

27. CONFORMITY

The provisions of this policy shall be read subject to any laws governing its construction. If any provision of this policy is inconsistent with any 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.

28. RIGHTS OF THIRD PARTIES

In this policy a person or organisation that is not a party to this insurance contract shall have no right to enforce any of its terms.

The due observance and fulfillment of the terms, provisions, warranties and conditions of and endorsements to this Policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.