

In consideration of payment of the premium, and subject to the Schedule, limitations, conditions, provisions and other terms of this policy, the Company agrees as follows:

### 1. Insuring Clause

The Company shall pay on behalf of the **Insureds** all **Loss** for which the **Insured** becomes legally obligated to pay on account of any **Claim** first made against the **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed, attempted, or allegedly committed or attempted, by such **Insured** before or during the **Policy Period**.

### 2. Estates and Legal Representatives

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

### 3. Defence and Settlement

The Company shall have the right and duty to defend any **Claim** covered by this policy. Coverage shall apply even if any of the allegations are groundless, false or fraudulent. The Company's duty to defend shall cease upon exhaustion of the Company's applicable Limit of Liability set forth in Item 4 of the Schedule.

The Company may make any investigation it deems necessary and may, with the written consent of the **Insured**, make any settlement of a **Claim** it deems expedient. If the **Insured** withholds consent to such settlement, the Company's liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the Company could have settled such **Claim** plus costs, charges and expenses accrued as of the date such settlement was proposed in writing by the Company to the **Insured**.

The **Insureds** agree not to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, **Defence Costs**, assumed obligation or admission to which it has not consented.

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

**Defence Costs** incurred by the Company, or by the **Insured** with the written consent of the Company, are part of and not in addition to the Company's applicable Limit of Liability set forth in Item 4 of the Schedule for this policy, and the payment by the Company of **Defence Costs** reduces such applicable Limit of Liability.

### 4. Extended Reporting Period

If this policy is terminated or not renewed for any reason other than nonpayment of premium, any **Insured** shall have the right, upon payment of the additional premium set forth in Item 8(a) of the Schedule, to an extension of the coverage granted by this policy for the period set forth in Item 8(b) of the Schedule (Extended Reporting Period) following the effective date of termination or nonrenewal, but only for any **Wrongful Act** committed, attempted, or allegedly committed or attempted, prior to the effective date of termination or nonrenewal. This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty days following the effective date of termination or nonrenewal. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**.

### 5. Exclusions

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

- based upon, arising from, or in consequence of any circumstance if written notice of such circumstance has been given under any policy of which this policy is a renewal or replacement and if such prior policy affords coverage (or would afford such coverage except for the exhaustion of its limits of liability) for such **Loss**, in whole or in part, as a result of such notice;
- based upon, arising from, or in consequence of any written demand for monetary damages, suit, formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document or arbitration proceeding pending, or order, decree or judgment entered against any **Insured** on or prior to the Pending or Prior Date set forth in Item 9 of the Schedule or the same or any substantially similar fact, circumstance or situation underlying or alleged therein;
- for an 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 pensions, annuities or any other form of benefits to employees of a **Principal Organisation**. This includes but is not limited to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA), the Indian Employees Provident Fund and

Miscellaneous Provisions Act, 1952, the Indian Employees State Insurance Act, 1948, the Indian Payment of Bonus Act, 1965, the Indian Payment of Gratuity Act, 1972, the Indian Maternity Benefits Act, the Indian Factories Act, 1961 and amendments thereto or similar provisions of any country, territory, state or local statutory law or common law anywhere in the world;

- for bodily injury, sickness, disease or death of any person or damage to or destruction of any tangible property, whether or not it is damaged or destroyed, including **Loss** of use thereof;
- based upon, arising from, or in consequence of **Pollution**. However, this exclusion shall not apply to any **Claim** for wrongful dismissal, discharge or termination of employment of any claimant in retaliation for such claimant's actual or alleged (i) refusal to violate any federal, state, or local statutory law or common law regarding **Pollution** or (ii) disclosure regarding any actual or alleged **Pollution** by any **Insured Organisation**;
- based upon, arising from, or in consequence of any deliberately fraudulent act or omission by such **Insured** if a judgment or other final adjudication adverse to the **Insured** establishes such a deliberately fraudulent act or omission;
- 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, disability benefits or similar law. However, this exclusion shall not apply to any **Claim** for any retaliatory treatment of any claimant by any **Insured** based upon such claimant's exercise of rights pursuant to any such law;
- based upon, arising from, or in consequence of (i) any actual or alleged violation of any federal, state, territory or common law relating to securities, or (ii) any actual or alleged purchase, sale or distribution of or offer, representation or agreement relating to securities. However, this exclusion shall not apply to any **Claim** for any retaliatory treatment of any claimant for (i) such claimant's actual or alleged refusal to violate any such securities laws or (ii) any actual or threatened disclosure by such claimant of any actual or alleged violation of such securities laws;
- based upon, arising from, or in consequence of liability of others assumed by the **Insured** under any contract or agreement, either oral or written, except to the extent that the **Insured** would have been liable in the absence of the contract or agreement; or
- for **Wrongful Acts** based upon, arising from, or in consequence of the **Financial Impairment** of the **Insured Organisation**. However, this exclusion shall not apply to any **Claim** made against any **Insured** in India

### 6. The Company shall not be liable for the part of Loss, other than Defence Costs:

- which constitutes **Benefits** due to or become due or the equivalent value of such **Benefits**. However, this exclusion shall not apply where such **Loss** is based upon a **Claim** for actual or alleged wrongful dismissal, discharge or termination of employment;
- which constitutes front pay, future damages or other future economic relief, or the equivalent thereof, if the **Insured Organisation** is ordered pursuant to a judgment or other final adjudication but fails to reinstate the claimant as an employee;
- which constitutes any costs associated with any accommodation required pursuant to the Americans With Disabilities Act, the U.S. Civil Rights Act of 1964, rules or regulations promulgated thereunder, amendments thereto, or similar provisions of any federal, state, territory or local law or common law; or
- which constitutes the cost of compliance with any order for, grant of or agreement to provide injunctive or non-pecuniary relief.

### 7. Severability of Exclusions

With respect to the Exclusions in sections 5 and 6 of this policy, no fact pertaining to or knowledge possessed by any **Insured** shall be imputed to any other **Insured** to determine if coverage is available.

### 8. Limit of Liability And Deductible

All **Loss** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of any **Insured** shall be deemed one **Loss**, regardless of the

number of **Claims** made, claimants, or **Insureds** against whom such **Claims** are made. Such **Loss** shall be deemed to have originated at the time a **Claim** is first made against any **Insured** alleging any such **Wrongful Act** or **Interrelated Wrongful Acts** and only the policy in effect at that time, if any, shall apply to all such **Loss**.

The Company's maximum liability for each **Loss**, shall be the Limit of Liability for each **Loss** set forth in Item 4(a) of the Schedule of this policy. The Company's maximum aggregate liability for all **Loss** on account of all **Claims** first made during the same **Policy Period** shall be the Limit of Liability for each **Policy Period** set forth in Item 4(b) of the Schedule of this policy.

The Company's liability under this policy shall apply only to that part of each **Loss** which is excess of the Deductible Amount set forth in Item 5 of the Schedule of this policy and such Deductible Amount shall be borne by the **Insured Organisation** uninsured and at its own risk.

Any **Loss** covered by this policy and a Directors' and Officers' Liability Policy and/or a Company Reimbursement Policy or a Trustees' Liability Policy (issued by the Company, its subsidiaries or Affiliates) shall be subject to the limits of liability and deductible applicable to this policy, not such other policy.

For purposes of this section 8 only, the Extended Reporting Period, if exercised, shall be part of and not in addition to the immediately preceding **Policy Period**.

### 9. Reporting and Notice

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

The **Insureds** shall, as a condition precedent to exercising their rights under this policy, give to the Company such information and cooperation as it may reasonably require, including but not limited to a description of the **Claim**, the nature of the alleged **Wrongful Act**, the nature of the alleged damage, the names of claimants, and the manner in which the **Insured** first became aware of the **Claim**.

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

Notice of Claim:

Claim Department  
Attention: D&O Claim Manager

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

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

### 10. Allocation and Advancement of Defence Costs

If both **Loss** covered by this policy and **Loss** not covered by this policy are incurred, either because a **Claim** against the **Insureds** includes both covered and uncovered matters or because a **Claim** is made against both an **Insured** and others, the **Insureds** and the Company shall allocate such amount between covered **Loss** and uncovered **Loss** based upon the relative legal exposures of such parties to such matters.

If the **Insureds** and the Company agree on an allocation of **Defence Costs**, the Company shall advance on a current basis **Defence Costs** allocated to covered **Loss**. If the **Insureds** and the Company cannot agree on an allocation:

- (a) no presumption as to allocation shall exist in any arbitration, suit or other proceeding;
- (b) the Company shall advance on a current basis **Defence Costs** which the Company believes to be covered under this policy until a different allocation is negotiated, arbitrated or judicially determined; and
- (c) the Company, if requested by the **Insureds**, shall submit the dispute to arbitration. The arbitration shall be conducted in Mumbai. The provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder shall apply except with respect to the selection of the arbitration panel, which shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by the Company, and a third independent arbitrator selected by the first two arbitrators. If either the **Insureds** or the Company fails to appoint their respective arbitrators within thirty (30) days after the request by the **Insureds**, then such arbitrators(s) shall be

appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. If the first two arbitrators fail to agree on the third arbitrator within thirty (30) days following the appointment of the second arbitrator, then the third arbitrator shall be appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

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

### 11. Other Insurance

If all or any part of **Loss** under this policy is also insured:

- (a) under any other prior or current policy, other than a policy issued by the Company, its subsidiaries or affiliate then this policy shall cover such **Loss**, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such **Loss** is in excess of the amount of payment from such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this policy;
- (b) under any other policy (except another policy issued by the Company, its subsidiaries, or affiliate), this policy shall cover such **Loss** subject to its limitations, conditions, provisions and other terms, on a primary basis and such other policy shall be excess of the amount of payment under this policy.

### 12. Changes in Exposure Acquisition or Creation of Another Organisation

If the **Insured Organisation** (i) acquires securities or voting rights in another organisation or creates another organisation, which as a result of such acquisition or creation becomes a **Subsidiary**, or (ii) acquires any organisation by merger into or consolidation with an **Insured Organisation**, such organisation and its **Insured Persons** shall be **Insureds** under this policy but only with respect to **Wrongful Acts** committed, attempted, or allegedly committed or attempted, after such acquisition or creation unless the Company agrees, after presentation of a complete proposal and all appropriate information, to provide coverage by endorsement for **Wrongful Acts** committed, attempted, or allegedly committed or attempted, by such **Insured Persons** prior to such acquisition or creation.

If the fair value of all cash, securities, assumed indebtedness and other consideration paid by the **Insured Organisation** for any such acquisition or creation exceeds 15% of the total assets of the **Principal Organisation** as reflected in the **Principal Organisation's** most recent audited consolidated financial statements, the **Principal Organisation** shall give written notice of such acquisition or creation to the Company as soon as practicable together with such information as the Company may require and shall pay any reasonable additional premium required by the Company and be subject to any different limitations, conditions, provisions or other terms as the Company deems appropriate.

### 13. Acquisition of Principal Organisation by Another Organisation

If (i) the **Principal Organisation** merges into or consolidates with another organisation, or (ii) another organisation or person or group of organisations or persons acting in concert acquires control of the composition of the **Principal Organisation's** board, 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 **Principal Organisation** or holds more than 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), or (iii) another organisation or person or group of organisations or persons acting in concert acquires securities or voting rights which result in ownership or voting control by the other organisation(s) or person(s) of more than 50% of the outstanding securities representing the present right to vote for the election of directors of the **Principal Organisation**, coverage under this policy shall continue until termination of this policy, but only with respect to **Claims** for **Wrongful Acts** committed, attempted, or allegedly committed or attempted, by **Insured Persons** prior to such merger, consolidation or acquisition. The **Principal Organisation** shall give written notice of such merger, consolidation or acquisition to the Company as soon as practicable together with such information as the Company may require.

### 14. Changes in Exposure Cessation of Subsidiaries

In the event an organisation ceases to be a **Subsidiary** before or after the

inception date of this policy, coverage with respect to such **Subsidiary** and its **Insured Persons** shall continue until termination of this policy or any renewal or replacement thereof, but only with respect to **Claims for Wrongful Acts** committed, attempted, or allegedly committed or attempted, prior to the date such organisation ceased to be a **Subsidiary**.

#### 15. Representations and Severability

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

Such written proposal for coverage shall be construed as a separate proposal for coverage by each of the **Insureds**. With respect to the declarations and statements contained in such written proposal for coverage, no statement in the proposal or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining if coverage is available. Only facts pertaining to and knowledge possessed by any past, present or future chief financial officer, Chairman, Managing Director, or equivalent thereof, of any **Insured Organisation** shall be imputed to any **Insured Organisation** to determine if coverage is available.

In the event that any of the statements, representations or information in the Proposal are not true and accurate, this policy shall be void with respect to any Insured who knew as of the effective date of the Proposal the facts that were not truthfully and accurately disclosed (whether or not the Insured knew of such untruthful disclosure in the Proposal) or to whom knowledge of such facts is imputed.

#### 16. Territory Choice of Law and Jurisdiction

Coverage shall extend anywhere in world.

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with the law of India, and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the courts of India.

#### 17. Valuation and Foreign Currency

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

#### 18. 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 the **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 the **Insured**.

#### 19. Action Against The Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy. No person or organisation shall have any right under this policy to join the Company as a party to any action against the **Insured** to determine **Insured's** liability nor shall the Company be impleaded by the **Insured** or his legal representatives.

#### 20. Bankruptcy

Bankruptcy 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.

#### 21. Authorisation Clause

By acceptance of this policy, the **Principal Organisation**, agrees to act on behalf of all **Insureds** 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), and the **Insureds** agree that such **Principal Organisation** shall act on their behalf.

#### 22. 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 Authorised Employee of the Company.

#### 23. Termination

This policy shall terminate at the earliest of the following times:

- sixty days after the receipt by the **Principal Organisation** of a written notice of termination from the Company;
- upon the receipt by the Company of written notice of termination from the **Principal Organisation**;
- upon expiration of the **Policy Period** as set forth in Item 3 of the Schedule of this policy; or
- at such other time as may be agreed upon by the Company and the **Principal Organisation**.

The Company shall refund the unearned premium computed at customary short rates if the policy is terminated by the **Principal Organisation**. Under any other circumstances the refund shall be computed pro rata. The Company shall have no obligation to renew this policy upon its expiration or termination.

#### 24. Termination of Prior Policy

Any policy issued by the Company or its affiliates and specified in Item 11 of this policy shall terminate, if not already terminated, as at the inception date of this policy.

#### 25. Definitions

When used in this policy:

**Benefits** means perquisites, fringe benefits, payments in connection with an employee benefit plan and any other payment, other than salary or wages, to or for the benefit of an employee arising out of the employment relationship.

**Claim** means:

- a written demand for monetary damages;
- a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading, including any appeal therefrom;
- an arbitration proceeding, mediation, conciliation or other alternative dispute resolution; or
- a formal administrative or 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 past, present or prospective employee(s) of the **Insured Organisation** against any **Insured** for any **Wrongful Act** in connection with any actual or alleged wrongful dismissal, discharge or termination of employment, denial of natural justice relating to wrongful termination, breach of any oral or written employment contract or quasi-employment contract, employment-related misrepresentation, violation of employment discrimination laws (including workplace and sexual harassment), wrongful failure to employ or promote, wrongful discipline, wrongful deprivation of a career opportunity, failure to grant tenure, negligent evaluation, invasion of privacy, employment-related defamation or employment-related wrongful infliction of emotional distress.

**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 the **Insured Organisation**) incurred in defending or investigating **Claims** and the premium for appeal, attachment or similar bonds.

**Executive Officer** means a person, by whatever name called and whether or not a director of the **Insured Organisation**, who is concerned or takes part in the **Insured Organisation's** management.

**Financial Impairment** means the status of the **Insured Organisation** resulting from (i) the appointment by any country, state, territory or federal official, agency or court of any receiver, administrator, conservator, liquidator, trustee, manager, rehabilitator or similar official to take control of, supervise, administer, manage or liquidate the **Insured Organisation** or, (ii) the **Insured Organisation** becoming a debtor in possession.

**Insured** either in the singular or plural, means the **Insured Organisation** and

**Insured Persons.**

**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 **Insured Organisation**, even if the **Insured Organisation** directed or requested the **Insured Person** to serve in such other position or capacity.

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

**Insured Person**, either in the singular or plural, means any natural person who is or was past, present or future director, secretary, **employee** or **Executive Officer** of the **Insured Organisation**.

**Interrelated Wrongful Acts** means all causally connected **Wrongful Acts**.

**Loss** means the total amount which any **Insured** becomes legally obligated to pay on account of each **Claim** and for all **Claims** in each **Policy Period** and the Extended Reporting Period, if exercised, made against them for **Wrongful Acts** for which coverage applies, including, but not limited to, damages, judgments, settlements, costs and **Defence Costs**. **Loss** does not include (i) any amount not indemnified by the **Insured Organisation** for which the **Insured Person** is absolved from payment by reason of any covenant, agreement or court order, (ii) the future salary or benefits of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement, order or other resolution, (iii) fines or penalties or aggravated or exemplary damages imposed by law or the multiple portion of any multiplied damage award outside of India, or (iv) matters uninsurable under the law pursuant to which this policy is construed.

**Policy Period** means the period of time specified in Item 3 of the Schedule of this policy, subject to prior termination in accordance with section 23. If this period is less than or greater than one year, then the Limits of Liability specified in the Schedule for each policy shall be the Company's maximum limit of liability under such policy for the entire period.

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

**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 a country, state, territory, county, municipality or locality or counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odour, waste water, oil, oil products, infectious or medical waste, asbestos or asbestos products and any noise.

**Pollution** means (i) the actual, alleged or threatened discharge, release, escape, dispersal or disposal of **Pollutants** into or on real or personal property, water or the atmosphere; or (ii) any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise **Pollutants**, or any voluntary decision to do so.

**Subsidiary**, either in the singular or plural, means any organisation 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 **Insured Organisations**.

**Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted, by an **Insured Organisation** or by an **Insured Person**, individually or otherwise, in his **Insured Capacity**, or any matter claimed against him solely by reason of his serving in such **Insured Capacity**.

Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.