

## MUTUAL FUND ASSET PROTECTION POLICY

## I. INSURANCE AGREEMENT

## A. MUTUAL FUND INDEMNIFICATION COVERAGE

The Company shall pay on behalf of the **Insured Mutual Fund, Loss** which the **Insured Mutual Fund** becomes obligated to pay as a result of indemnification provided to an **Insured Trustee** or an **Insured Investment Manager** pursuant to the **Investment Management Agreement**, common law or statutory law, on account of any **Claim** first made against the **Insured Trustee** or the **Insured Investment Manager** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** in the performance of **Professional Services**, including the failure to perform **Professional Services** but only if such **Claim** is reported to the Company in writing in the manner and within the time provided in Section IV of this **Policy**.

## B. TRUSTEES PROFESSIONAL INDEMNITY COVERAGE

The Company shall pay on behalf of the **Insured Trustee, Loss** which the **Insured Trustee** becomes legally obligated to pay on account of any **Claim** first made against the **Insured Trustee** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** in the performance of **Professional Services**, including the failure to perform **Professional Services** but only if such **Claim** is reported to the Company in writing in the manner and within the time provided in Section IV of this **Policy**.

## C. INVESTMENT MANAGERS PROFESSIONAL INDEMNITY COVERAGE

The Company shall pay on behalf of the **Insured Investment Manager, Loss** which the **Insured Investment Manager** becomes legally obligated to pay on account of any **Claim** first made against the **Insured Investment Manager** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** in the performance of **Professional Services**, including the failure to perform **Professional Services** but only if such **Claim** is reported to the Company in writing in the manner and within the time provided in Section IV of this **Policy**.

## D. INSURED INVESTMENT MANAGER OR INSURED TRUSTEE DIRECTORS' AND OFFICERS' LIABILITY AND COMPANY REIMBURSEMENT COVERAGE

1. The Company shall pay on behalf of each **Insured Person, Loss** for which the **Insured Person** is not indemnified by the **Insured Trustee** or **Insured Investment Manager** and which the **Insured Person** becomes legally obligated to pay on account of any **Claim** first made against such **Insured Person**, individually or otherwise, during the **Policy Period**, or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** but only if such **Claim** is reported to the Company in writing in the manner and within the time provided in Section IV of this **Policy**.
2. The Company shall pay on behalf of the **Insured Trustee** or **Insured Investment Manager, Loss** for which the **Insured Trustee, Insured Investment Manager** or **Insured Mutual Fund** grants indemnification to each **Insured Person**, as permitted or required by law, which the **Insured Person** becomes legally obligated to pay on account of any **Claim** first made against such **Insured Person**, individually or otherwise, during the **Policy Period** or, if exercised, the Extended Reporting Period, for a **Wrongful Act**, but only if such **Claim** is reported to the Company in writing in the manner and within the time provided in Section IV of this **Policy**.

## II. EXTENDED REPORTING PERIOD

If this **Policy** is terminated or non-renewed for any reason, other than termination by the Company for non-payment of premium, then the **Insureds** shall have the right, upon payment of the additional premium set forth in Item 7(A) of the Schedule, to an extension of the coverage granted by this **Policy** for **Claims** first made during the period (the "Extended Reporting Period") set forth in Item 7(B) of the Schedule following the effective date of termination or non-renewal, but only to the extent that such **Claims** are for **Wrongful Acts** occurring before the effective date of termination or non-renewal. 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 (30) days following the effective date of non-renewal or termination. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. If the Extended Reporting Period is purchased, the entire premium noted in Item 7(A) of the Schedule shall be deemed fully earned at the inception of the Extended Reporting Period.

The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

## III. EXCLUSIONS

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

1. 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 or which it may succeed in time;

2. based upon, arising from or in consequence of any **Demand**, suit or other proceeding pending against, or order, decree or judgment entered for or against any **Insured** on or prior to the Pending or Prior Date set forth in the Item 6 of the Schedule, or the same or substantially the same fact underlying or alleged therein;
3. brought or maintained by or on behalf of any of **Insured** or an **Affiliated Person**, except and to the extent that such **Claim** is:
  - a. a **Claim** brought or maintained by an **Insured Person** for contribution or indemnity, if the **Claim** directly results from another **Claim** covered under this **Policy**; or
  - b. a **Claim** brought or maintained by an **Insured Trustee** for and on behalf of unit holders of an **Insured Mutual Fund** where, in the opinion of independent counsel selected by and at the expense of such **Insured Trustee**, (subject to the Company's prior consent, such consent not to be unreasonably withheld) the failure to make such **Claim** would result in a breach of duty of such **Insured Trustee**;
  - c. a **Claim** brought or maintained by an **Insured Person** for the actual or alleged wrongful employment termination of the **Insured Person**;
  - d. a **Claim** that is a derivative action brought or maintained on behalf of an **Insured Trustee** or **Insured Investment Manager** by one or more persons who are not **Insured Persons** and who bring and maintain the **Claim** without the solicitation, assistance or participation of any **Insured Person**;
  - e. a **Claim** that is caused to be brought against the **Insured Trustee** or the **Insured Investment Manager** pursuant to Chapter VI of the Indian Companies Act, 1956, as amended.
4. for bodily injury, emotional distress, mental anguish, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof;
5. based upon, arising from or in consequence of:
  - a. any 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 neutralise **Pollutants**; or
- i) any action taken in contemplation or anticipation of any such regulation, order, direction or request; or
- ii) any voluntary decision to do so;
 

including but not limited to any **Claim** for financial loss to any **Insured**, its security holders or its creditors based upon, arising from or in consequence of any matters described in a. and b. of this exclusion;
6. based upon, arising from or in consequence of the liability of a party, other than an **Insured**, assumed by an **Insured** pursuant to a contract, including without limitation any contract formed electronically pursuant to the Indian Information Technology Act 2000, as amended, or otherwise, except liability for **Loss** that the **Insured** would have had in the absence of such contract;
7. based upon, arising from or in consequence of any breach of contract, if a judgment or other final adjudication adverse to such **Insured** establishes any intentional breach of such contract;
8. for an actual, or alleged violation of the responsibilities, obligations or duties imposed by the U.S Employee Retirement Income Act of 1974, 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, 1961 and the Indian Factories Act, 1961, all as amended, or similar provisions of any country, state, territory or local law anywhere in the world, as respects any pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing benefits to employees of the **Insured Trustee** or **Insured Investment Manager**;
9. based upon, arising from or in consequence of any actions of any person acting as a **Dealer** for the **Insured Mutual Fund**;
10. based upon, arising from or in consequence of a **Claim** brought or maintained by any security holder of any **Insured Trustee** or **Insured Investment Manager** or any **Affiliated Person** thereof in their capacity as such;
11. based upon, arising from, relating to, in consequence of, or in any way involving:

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- a. the underwriting, securitising, syndicating, promoting, or market-making of any debt or equity security or other evidence of indebtedness, or any loan or other extension of credit, or any other investment banking activity;
- b. the rendering of advice or recommendations regarding any actual, attempted or threatened merger, acquisition, divestiture, tender offer, proxy contest, leveraged buy-out, going private transaction, insolvency proceeding, re-organisation, capital restructuring, recapitalisation, spin-offs, primary or secondary offerings of debt or equity securities or other evidence of indebtedness, dissolution or sale of all or substantially all of the assets or stock of a business entity or any effort to raise or furnish capital or financing for any enterprise or entity.

However, this Exclusion 11.b. shall not apply to the rendering of advice or recommendations regarding any securities or property owned by or on behalf of an **Insured Mutual Fund**;

- c. the rendering of a fair valuation report or a fairness opinion regarding the valuation of any assets or business entity not held by or on behalf of the **Insured Mutual Fund**; or
- d. any acquisition or sale of securities by the **Insured Investment Manager** or **Insured Trustee** for their own account;

or any disclosure requirements in connection with any of the foregoing;

12. based upon, arising from, or in consequence of the insolvency, conservatorship, receivership, winding-up, bankruptcy or liquidation of any bank or banking firm, investment company, investment banker or any broker or dealer in securities or commodities, or other such organisations of a similar nature, or the failure to pay or suspension of payment by such entities.

13. for defamation, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, assault or battery;

14. based upon, arising from, or in consequence of:

- (a) the committing in fact of any deliberately fraudulent act or omission or any willful violation of any statute or regulation by an **Insured Trustee** or **Insured Investment Manager** or by **Insured Person**; or
- (b) an **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled;

as evidenced by (A) any written statement or written document by an **Insured** or (B) any judgment or ruling in any judicial, administrative or alternative dispute resolution proceeding.

## IV. SEVERABILITY OF EXCLUSIONS

With respect to the exclusions in this **Policy**, 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**; and
- (b) only facts pertaining to and knowledge possessed by any past, present or future chief executive officer, chief financial officer, in-house general counsel, president, managing director or chairperson of an **Insured Trustee** or **Insured Investment Manager** shall be imputed to such **Insured Trustee** or **Insured Investment Manager**.

## V. PRESUMPTIVE INDEMNIFICATION

If the **Organisation**:

- a. fails or refuses, other than for reason of **Financial Impairment**, to indemnify the **Insured Person** for **Loss**; and
- b. is permitted or required to indemnify the **Insured Person** for such **Loss**, pursuant to applicable law, without regard to the by-laws, shareholder or board of director resolutions, charter or contracts of the **Organisation** then, notwithstanding any other conditions, provisions or terms of this **Policy** to the contrary, any payment by the Company of such **Loss** shall be subject to:
- I. the applicable Insuring Clause **Deductible Amount** set forth in ITEM 5. of the Schedule; and
- II. all of the Exclusions in this **Policy**.

## VI. REPORTING, NOTICE AND CLAIMS PROCEDURE

- A. The **Insured** shall, as a condition precedent to exercising any right to coverage under this **Policy**, give to the Company written notice of any **Claim** as soon as practicable, but in no event later than the earliest of the following dates:

- (a) sixty (60) days after the date on which any **Insured Trustee's** or **Insured Investment Manager's** chief executive officer, chief financial officer, in-house general counsel, president, managing director or chairperson first becomes aware that the **Claim** has been made; or
- (b) if this **Policy** expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is purchased, sixty (60) days after the effective date of such expiration or termination; or
- (c) the expiration date of the Extended Reporting Period, if purchased;

provided that if the Company sends written notice to the **Organisation**, at any time before the date set forth in item (a) above with respect to any **Claim**, stating that this **Policy** is being terminated for non-payment of premium, the **Insured** shall give the Company written notice of such **Claim** prior to the effective date of such termination.

- B. If, during the **Policy Period**, an **Insured**:
- i) becomes aware of circumstances which could give rise to a **Claim** and gives written notice of such circumstances to the Company; or
- ii) receives a written request to toll or waive a statute of limitations applicable to **Wrongful Acts** occurring before or during the **Policy Period** and gives written notice of such request and of such alleged **Wrongful Acts** to the Company;

then any **Claim** subsequently arising from the circumstances referred to in i) or from the **Wrongful Acts** referred to in ii) above shall be deemed to have first been made during the **Policy Period** in which the written notice described in i) or ii) was first given by an **Insured** to the Company as set forth in this section. With respect to any such subsequent **Claim**, no coverage under this **Policy** shall apply to loss incurred prior to the date such subsequent **Claim** is actually made.

- C. In order to make a **Claim** or to provide notice of circumstances, the **Insured** shall, as a condition precedent to exercising any right under this **Policy**, provide written notice of a **Claim** or circumstances to the Company. This written notice shall include:

1. a description of the **Claim** or circumstances;
2. the nature of any alleged **Wrongful Acts**;
3. the nature of the alleged or potential damage;
4. the names of all actual or potential claimants;
5. the names of all actual or potential defendants; and
6. the manner in which such **Insured** first became aware of the **Claim** or circumstances.

- D. In addition to and in support of the written notice of **Claim** or circumstances, the **Insureds** shall provide to the Company any and all documents relevant to such **Claim** or circumstances, including but not limited to internal or external records of any kind, correspondence, legal documents or other documents as the Company may deem necessary for the handling of the **Claim**. The **Insureds** shall further extend to the Company such cooperation as the Company may reasonably require in the handling of the **Claim**.

Such complete written notice and supporting documentation shall form the basis of the Company's assessment of the **Claim**.

- E. Notices to the Company under this **Policy** shall be given in writing addressed as:
- (a) for notice of a **Claim** or circumstances which could give rise to a **Claim**:

Claims Department Manager

HDFC ERGO General Insurance Company Limited,  
HDFC House, 1st Floor,  
165-166, Backbay Reclamation  
H.T.Parekh Marg, Churchgate,  
Mumbai-400020  
Contact No 022-66383600

- (b) for all other notices:

Department of Financial Institutions Manager

HDFC ERGO General Insurance Company Limited,  
6th Floor, Leela Business Park,  
Andheri-Kurla Road,  
Andheri-East  
Mumbai 400 059  
India

UIN : Mutual Fund Asset Protection – IRDAN125P0018V01200304

Customer Service Address: D 301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400 078. Customer Service No :+91 2262340234

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

**Costs**, then the Company shall advance on a current basis **Defence Costs** allocated to covered **Loss**.

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

- A. no presumption as to what allocation should be made 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 **Insured**, shall submit the dispute to binding arbitration in accordance with Section XII of this **Policy**.

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

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

## X. GENERAL TERMS AND CONDITIONS

## A. ALTERATION AND ASSIGNMENT

No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written **Policy** endorsement which is signed by an authorised employee of HDFC ERGO General Insurance Company Limited.

## B. AUTHORISATION CLAUSE

By acceptance of this **Policy**, the **Insured** and the **Organisation** agree that the **Organisation** shall act on behalf of all **Insureds** with respect to the giving and receiving notice of **Claim** or termination, cancellation, non-renewal, the payment of premiums and the receiving any return premiums that may become due under this **Policy**, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this **Policy** and each **Insured** agrees that the **Organisation** shall act on their behalf.

## C. CHANGES IN EXPOSURE

1. If before or during the **Policy Period** any **Insured Trustee** or **Insured Investment Manager** acquires any organisation by merger into or consolidation with the **Insured Trustee** or **Insured Investment Manager**, then such organisation and its directors, officers and employees shall be an **Insured** under this **Policy** but only with respect to **Wrongful Acts** occurring after such acquisition or creation unless the Company agrees, after presentation of a complete proposal and all other appropriate information, to provide coverage by way of endorsement for **Wrongful Acts** occurring before such acquisition or creation. The Company may require an additional reasonable premium and/or revised coverage terms.
2. If (a) the **Insured Trustee** or **Insured Investment Manager** merges into or consolidates with another organisation, or (b) another organisation or person or group of organisations and/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 **Insured Trustee** or **Insured Investment Manager**, or (c) the **Insured Trustee** or **Insured Investment Manager** completely ceases to actively engage in its primary business (cessation), or (d) upon the **Financial Impairment** of the **Insured Trustee** or **Insured Investment Manager**, then coverage under this **Policy** shall continue until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** occurring prior to such merger, consolidation, acquisition, cessation or **Financial Impairment**. The **Insured Trustee** or **Insured Investment Manager** shall give written notice of such merger, consolidation, acquisition or cessation to the Company as soon as practicable together with such information as the Company may require. The full annual premium of the **Policy Period** shall be deemed fully earned immediately upon the occurrence of any event outlined in items (a) through (d) above.
3. If any **Insured Mutual Fund** is subject to or participates in (a) an acquisition, merger, liquidation, or consolidation, or (b) a change of an **Insured Mutual Fund's Manager** or **Trustee**, or (c) a material change in an **Insured Mutual Fund's Investment Management Agreement**, prospectus, or offering memorandum, then coverage under this **Policy** shall continue only if the **Insured Mutual Fund** provides notice in writing to the Company as soon as practicable and only if the Company agrees to

## VII. AGGREGATE LIMIT OF LIABILITY AND DEDUCTIBLE AMOUNT

- A. The Company's liability shall apply to that part of each **Loss** which is excess of the applicable **Deductible Amount** set forth in Item 5 of the Schedule. Such **Deductible Amount** shall be borne by the **Insureds** uninsured and at their own risk. If different parts of a single **Claim** are subject to different **Deductible Amounts**, then the applicable **Deductible Amount** shall be applied separately to each part of such **Claim**, but the sum of such **Deductible Amounts** shall not exceed the largest applicable **Deductible Amount**.
- B. The Company's aggregate liability for all **Loss** on account of all **Claims** first made during the **Policy Period**, whether covered under one or more Insuring Clauses, shall be the **Aggregate Limit of Liability** set forth in Item 4 of the Schedule.
- C. **Defence Costs** are part of, and not in addition to, the **Aggregate Limit of Liability** set forth in Item 4 of the Schedule, and the payment by the Company of **Defence Costs** shall reduce and may exhaust such **Aggregate Limit of Liability**.
- D. All **Related Claims** shall be treated as a single **Claim** first made on the date the earliest of such **Related Claims** was first made, or on the date the earliest of such **Related Claims** is treated as having been made in accordance with Section VI of this **Policy**, regardless of whether such date is before or during the **Policy Period**.
- E. The limit of liability available during the Extended Reporting Period, if exercised, shall be the remaining portion, if any, of the **Aggregate Limit of Liability** provided in the immediately preceding **Policy Period**.

## VIII. DEFENCE AND SETTLEMENT

- A. It shall be the duty of the **Insured** and not the duty of the Company to defend any **Claim** made against the **Insured**. The **Insured** shall have the sole obligation to retain defence counsel, which shall be subject to the prior written approval of the Company.
- B. The **Insured** agrees 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 prior written consent. The Company shall in no event be liable for any element of **Loss** incurred, for any obligation assumed, or for any admission made, by an **Insured** without the Company's prior written consent.
- C. With respect to any **Claim** that appears reasonable likely to be covered in whole or in part under this **Policy**, the Company shall have the right and shall be given the opportunity to effectively associate with, and to be consulted in advance by, the **Insured** regarding the investigation, defence and settlement of such **Claim**, including but not limited to selecting appropriate defence counsel and negotiating any settlement. The Company may make any investigation it deems necessary and may, with the prior written consent of the **Organisation**, on behalf of the **Insured**, make any settlement of a **Claim** it deems expedient.
- D. The **Insured** agrees to provide the Company with all information, assistance and co-operation which the Company reasonably requests and agrees that in the event of a **Claim** the **Insured** will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.
- E. The Company shall advance **Defence Costs** on a current basis. Any advancement of **Defence Costs** under this **Policy** 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** are not insured under this **Policy**.
- F. With respect to any consents required under this section, (a) provided the **Insured** complies with the obligations set forth in this section, the Company shall not unreasonably withhold its consent; and (b) the **Insured** shall not unreasonably withhold such consent.

## IX. ALLOCATION

If both **Loss** covered by this **Policy** and loss not covered by this **Policy** is incurred, either because a **Claim** against the **Insured** includes both covered and uncovered matters or covered and uncovered parties, then the **Insured** and the Company shall allocate such amount between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of the parties to covered and uncovered matters and, in the event of a settlement in such **Claim**, also based upon the relative benefits to the parties from such settlement. The Company shall not be liable under this **Policy** for the portion of such amount allocated to uncovered loss.

If the **Insured** and the Company agree upon an allocation of **Defence**

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continue such coverage. The Company may require an additional reasonable premium and/or revised coverage terms.

## D. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES

Subject to the Schedule, General Terms and Conditions, limitations, provisions and other terms of this **Policy**, and any amendments thereto, coverage shall extend to **Claims for Wrongful Acts** of any **Insured Person** made against:

- (a) the estates, heirs, legal representatives or assigns of any **Insured Person** who is deceased, and against the legal representatives or assigns of any **Insured Person** who is incompetent, insolvent or bankrupt; and
- (b) the lawful spouse of such **Insured Person** solely by reason of such person's status as a spouse of such spouse's ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**.

All terms and conditions of this **Policy**, including without limitation the Deductible Amount, applicable to **Loss** incurred by the **Insured Person**, shall also apply to loss incurred by the estates, heirs, legal representatives, assigns and spouses of such **Insured Person**. The coverage provided under this section shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns or spouse.

## E. OTHER INSURANCE

If any **Loss** under this **Policy** is insured under any other valid policy, prior or current, then this **Policy** shall cover such **Loss**, subject to its Schedule, General Terms and Conditions, limitations, provisions and other terms only to the extent that the amount of such **Loss** is in excess of the applicable retention or deductible and the limit of liability under 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 **Aggregate Limit of Liability** provided in this **Policy**. Any payment by the **Insured** of a retention or deductible under such other insurance shall deplete, by the amount of such payment, the applicable **Deductible Amount** under this **Policy**.

## F. REPRESENTATIONS &amp; SEVERABILITY

In issuing this **Policy**, the Company has relied upon the statements, representations and information in the **Proposal** for this **Policy**. All of the **Insureds** acknowledge and agree that all such statements, representations and information:

- (a) are true and accurate;
- (b) were made or provided in order to induce the Company to issue this **Policy**; and
- (c) are material to the Company's acceptance of the risk to which this **Policy** applies.

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:

- i) 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; and
- ii) the **Insured Trustee** or **Insured Investment Manager** to the extent it indemnifies an **Insured Person** who had such actual or imputed knowledge.

For purposes of the preceding paragraph:

- (a) the knowledge of any **Insured Person** who is a past, present or future chief financial officer, inhouse general counsel, president, chief executive officer, chairperson or managing director of any **Insured Trustee** or **Insured Investment Manager** shall be imputed to such **Insured Trustee** or **Insured Investment Manager**;
- (b) except as provided in (a) above, the knowledge of an **Insured Person** who did not sign the **Proposal** shall not be imputed to any other **Insured**.

## G. 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 any **Insured**.

## H. TERMINATION OF POLICY

This **Policy** shall terminate in its entirety at the earliest of the following times:

1. sixty (60) days after receipt by the **Organisation** of the Company's written notice of nonrenewal. Such notice shall be in conformance with the applicable laws and regulations;
2. upon expiration of the **Policy Period** as set forth in Item 3 of the Schedule;
3. at such other time as may be agreed upon by the Company and the **Organisation**;
4. ten (10) days after the receipt by the **Organisation** of a written notice of termination from the Company, in the event of non-payment of premium, unless the premium is paid within such ten (10) day period; or
5. upon receipt by the **Organisation** of a written notice of termination from the Company for any other reason, stating when thereafter termination shall be effective.

The Company shall refund the unearned premium computed at customary short rates if this **Policy** is terminated in its entirety by the **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.

## I. BANKRUPTCY OR INSOLVENCY

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

## J. VALUATION AND FOREIGN CURRENCY

All premiums, limits, deductibles, **Loss**, and other amounts under this **Policy** are expressed and payable in Indian currency. If a 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 published by the Reserve Bank of India on the date the final judgment is entered, the amount of the settlement is agreed upon or any element of **Loss** is due, respectively.

## K. TERRITORY, CHOICE OF LAW AND JURISDICTION

Coverage shall extend to **Claims** anywhere in the world.

The construction, interpretation, meaning and enforcement of the provisions of this **Policy** shall be determined in accordance with and governed by the laws of the Republic of India. Except as otherwise provided in Section X of this policy, any disputes relating to the construction, interpretation, meaning and enforcement of this **Policy** shall be submitted to the exclusive jurisdiction of the Indian Courts.

The provisions of this **Policy** shall be read subject to the provision of any statute governing the construction of this **Policy** and if the provisions of this **Policy** are inconsistent with the statute then the provisions of this **Policy** shall be deemed to be amended so as to comply with the statute.

## XI. DEFINITIONS

When used in this **Policy**:

A. **Affiliated Person** means:

1. any entity which directly or indirectly owns 20% or more of the voting stock of any **Insured Trustee** or **Insured Investment Manager**; or
2. any entity which is owned by an **Insured Trustee** or **Insured Investment Manager** where such **Insured Trustee** or **Insured Investment Manager** owns 20% or more of such entity; or
3. any entity, which directly or indirectly controls, is controlled by, or under common control with, an **Insured Trustee** or **Insured Investment Manager**

B. **Aggregate Limit of Liability** means the amount set forth in Item 4 of the Schedule for each **Policy Period**.C. **Broker** means a **Stockbroker** or **Sub-broker**.D. **Claim** means:

1. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading;

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2. a criminal proceeding commenced by a summons or charge;
3. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges or similar document or by the entry of a formal order of investigation or similar document; or
- 3.a **Demand;**  
against an **Insured** for a **Wrongful Act**, including any appeal therefrom.
- A **Claim** shall be deemed to have been made against an **Insured** on the date such **Insured** first received a written **Demand**, notice of a judicial or administrative proceeding is served upon such **Insured** in any country, state, territory or local court or administrative agency, or the date such **Insured** first received written notice regarding the filing of a notice of charges, formal civil administrative or civil regulatory proceeding or similar document from a country, state, territory or local regulatory agency.
- E. **Dealer** means any person engaged in the business of buying and selling securities for his own account, through a **Broker** or otherwise, but does not include a bank. **Dealer** shall not include any person insofar as he buys or sells securities for his own account, either individually or in some fiduciary capacity, but not as a part of a regular business. **Dealer** shall include any person acting as such under any similar provisions of any country, state, territory or local statutory law or common law anywhere in the world.
- F. **Deductible Amount** means that amount set forth in Item 6 of the Schedule.
- G. **Defence Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees after court taxation, if applicable, and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of any director, trustee, officer or employee of the **Insured**) incurred in defending or investigating **Claims** and the premium for appeal, attachment or similar bonds.
- H. **Demand** means a written request of an **Insured** by a third party, which seeks specific monetary damages based upon the existence of facts that would create a cause of action in a court of law.
- I. **Financial Impairment** means the status of the **Insured Trustee** or **Insured Investment Manager** resulting from (a) the appointment by any state or central agency, tribunal or court, or by a creditor, of any receiver and manager, including but not limited to a receiver appointed by the court under Order 40, Rule (1) of the Indian Code of Civil Procedure 1908, as amended, judicial manager, administrator, conservator, liquidator, including but not limited to any liquidator appointed under Sections 449 and 450 of the Indian Companies Act, 1956, as amended, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Insured Trustee** or **Insured Investment Manager**; or (b) the **Insured Trustee** or **Insured Investment Manager** becoming a debtor in possession under the United States bankruptcy law or an equivalent status under the laws of any other country; or (c) a referral being made to the Board of Industrial and Financial Reconstruction under the provisions of the Indian Sick Industrial Companies (Special Provisions) Act, 1985, as amended.
- J. **Insured** means the **Insured Trustee**, **Insured Investment Manager**, **Insured Persons** and/or **Insured Mutual Fund**.
- K. **Insured Capacity** means the position or capacity described in the definition of '**Insured Person**' held by an **Insured Person** but shall not include any position or capacity in any organisation other than the **Insured Trustee** or **Insured Investment Manager**, even if the **Insured Trustee** or the **Insured Investment Manager** directed or requested the **Insured Person** to serve in such other position or capacity.
- L. **Insured Investment Manager** means the entity listed in Item 2.(C) of the Schedule while acting in the capacity of an **Investment Manager** to an **Insured Mutual Fund** and any past, present, or future director, officer or employee while acting solely in their capacity as such.
- M. **Insured Mutual Fund** means the mutual fund scheme listed in Item 2.(A) of the Schedule.
- N. **Insured Person** means (a) all natural persons who were, now are, or shall be directors or officers of the **Insured Trustee** or **Insured Investment Manager** or (b) employees of the **Insured Investment Manager** or **Insured Trustee**, but solely for coverage provided by Insuring Clauses 1.B TRUSTEES PROFESSIONAL INDEMNITY COVERAGE and 1.C INVESTMENT MANAGERS PROFESSIONAL INDEMNITY COVERAGE.
- O. **Insured Trustee** means the entity listed in Item 2.(B) of the Schedule while acting in the capacity of a **Trustee** of an **Insured Mutual Fund** and any past, present, or future director, officer or employee while acting solely in their capacity as such.
- P. **Interrelated Wrongful Acts** means all **Wrongful Acts** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.
- Q. **Investment Management Agreement**, means a written agreement between an **Insured Investment Manager** and an **Insured Trustee** which governs the relationship between the two in respect of the operation of an **Insured Mutual Fund**, and which is approved by the Securities and Exchange Board of India or such other authority as may be required.
- R. **Investment Manager** means any company formed and registered under the Indian Companies Act, 1956, as amended, and approved by the Securities and Exchange Board of India to act as an asset management company, as defined under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, as amended.
- S. **Loss** means the total amount which an **Insured** becomes legally obligated to pay on account of any covered **Claim**, including, but not limited to damages, judgments, settlements, pre-judgment and post-judgment interest and **Defence Costs**. **Loss** does not include:
1. any amount not indemnified by the **Insured Trustee** or **Insured Investment Manager** for which the **Insured Person** is absolved from payment by reason of any covenant, agreement, or court order;
  2. fines, penalties, sanctions or taxes imposed by law, including but not limited to punitive or exemplary damages, or the multiplied portion of any multiplied damage award;
  3. any amount incurred by the **Insured Trustee**, **Insured Investment Manager** or **Insured Mutual Fund** (including their board of directors or any committee of the board of directors) in connection with the investigation or evaluation of any **Claim** or potential **Claim** by or on behalf of the **Insured Trustee**, **Insured Investment Manager** or **Insured Mutual Fund**. Provided that this section does not apply to costs incurred by an **Insured Trustee** in obtaining the opinion of independent counsel in accordance with Section III. Exclusions, exception 3.b;
  4. for any amount allocated to uncovered loss pursuant to Section VII. Allocation, of this **Policy**;
  5. any amount incurred by an **Insured** in a proceeding or investigation that is not then a **Claim** even if such:
    - (i) amount also benefits the defence of a **Claim**; or
    - (ii) proceeding or investigation subsequently gives rise to a **Claim**; or
  6. matters uninsurable under the law pursuant to which this **Policy** is construed.
- T. **Organisation**, means that entity set forth in Item 1 of the Schedule.
- U. **Policy** means the Schedule, proposal (including all attachments and materials submitted with the proposal), **Policy**, Sections I through XIII inclusive, and any endorsements or amendments thereto.
- V. **Policy Period** means the period noted in Item 4 of the Schedule, subject to prior termination in accordance with this **Policy**. If the period is less than or greater than one (1) year, then the Aggregate Limit of Liability specified in Item of the Schedule shall be the Company's maximum liability under this **Policy** for the entire period. If the Extended Reporting Period is exercised, it shall be part of the **Policy Period** and not an additional **Policy Period**.
- W. **Pollutants** means any substances 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 local counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odour, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products and any noise.
- X. **Professional Services** shall mean:  
With respect to an **Insured Trustee**, only those services performed or required to be performed by an **Insured Trustee** solely in its capacity as a **Trustee** for or on behalf of an **Insured Mutual Fund**.  
  
With respect to an **Insured Investment Manager**, only those services performed or required to be performed by an **Insured Investment Manager** solely in its capacity as an **Investment Manager** for or on behalf of an **Insured Mutual Fund** pursuant to an **Investment Management Agreement**.
- Y. **Proposal** means all signed proposals, including attachments and materials incorporated therein, submitted 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

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- Policy.**
- Z. **Related Claims** means all **Claims** for **Wrongful Acts** and **Interrelated Wrongful Acts**.
- AA. **Stockbroker** means a member of a stock exchange, within the meaning of the Securities and Exchange Board of India (Stockbrokers and Sub-brokers) Rules, 1992, as amended.
- BB. **Sub-broker** means any person, not being a member of a stock exchange, who acts on behalf of a **Stockbroker** as an agent or otherwise for assisting investors in buying, selling or dealing in securities through such **Stockbroker**, as contemplated under the Securities and Exchange Board of India (Stockbrokers and Sub-brokers) Rules, 1992, as amended.
- CC. **Trustee** means a Board of Trustees or entity that is a trustee company, duly constituted pursuant to a **Trust Deed** under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, as amended, who holds the property of an **Insured Mutual Fund** in trust for the benefit of unit holders.
- DD. **Trust Deed** means the written instrument which creates a trust that is an **Insured Mutual Fund** under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, as amended, and which is duly registered as such under the Indian Registration Act, 1908, as amended.
- EE. **Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted:
- with respect to Insuring Agreement I.A., by an **Insured Trustee** or **Insured Investment Manager**;
  - with respect to Insuring Agreement I.B., by an **Insured Trustee**;
  - with respect to Insuring Agreement I.C., by an **Insured Investment Manager**; or
  - with respect to Insuring Agreement 1.D., by an **Insured Person**, individually or otherwise, in an **Insured Capacity**.

- The parties shall each bear their own costs associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator.
- When any dispute is under arbitration, except for the matters under dispute the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this **Policy**.
- Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

## XII. FRAUD

- Any person who, knowingly and with intent to defraud the Company or other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which will render the **Policy** voidable at the Company's sole discretion and result in a denial of insurance benefits.
- If a **Claim** is in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or any fraudulent means or devices are used by the **Insured**, policyholder, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this **Policy**, or if any false statutory declaration is made or used in support thereof, or if loss is occasioned by or through the procurement or with the knowledge or connivance of the **Insured**, policyholder, beneficiary, claimant or other person, then all benefits under this **Policy** are forfeited.

For the purposes of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

## XII. GRIEVANCE REDRESSAL &amp; ARBITRATION

Any Insured who has a grievance against the Company arising under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of any amounts payable under this Policy, may, personally or through their legal heirs, make a complaint in writing to the Indian Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998, as amended. Provided that, in accordance with Rule 16(2) of the Ombudsman Rules, any compensation awarded by the Ombudsman will be limited to the lower of the amount necessary to cover the loss suffered by the Insured as a direct consequence of the insured peril or Rupees Twenty Lakhs only (Rs. 20 lakhs), inclusive of any ex-gratia and other expenses. At the prior written request of the Insured, the Company shall make available a copy of said Rules to such Insured.

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this **Policy**, or to its existence, validity or termination, or to the determination of any amounts payable under this **Policy**, shall be referred for resolution by binding arbitration at Mumbai, in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended. Provided, however, that no such dispute or difference shall be referred to arbitration, if the same is already the subject matter of a complaint pending before the Insurance Ombudsman. Should the dispute or difference which is the subject matter of complaint before the Insurance Ombudsman not be resolved in that forum, then such dispute or difference will be referred to binding arbitration, in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended.

Arbitration shall be conducted as follows:

- All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared.
- Within thirty (30) days after the Company or the **Insured** issues notice under this Section, the parties shall each appoint one arbitrator. The two arbitrators shall appoint a third arbitrator, who shall serve as the presiding arbitrator.
- The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.
- The arbitrators shall have the power to give injunctive relief and such other relief to the extent appropriate.
- The arbitrators shall have the power to award interest up to the date of payment of any monies due under the award. The arbitrators shall have no authority to award punitive or exemplary damages.