

# ***Corporate Guard - Employment Practice Liability***

***POLICY NUMBER:***

**Agent/Broker Name -  
Agent/Broker License Code -  
Agent/Broker Contact No –**

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TATA AIG General Insurance Company Limited  
Regd. Office: 15th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel,  
Mumbai- 400013, Maharashtra, India. IRDA Registration No.108

CIN NO:U85110MH2000PLC128425

TAGIC CODE : 230007

For more information call the Tata AIG Help line at 1-800-119966 / 1800-266-7780

[www.tataaiginsurance.in](http://www.tataaiginsurance.in)

# CorporateGuard - Employment Practice Liability

## Schedule

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Policy Number :

Item 1. **Policyholder**

Address

Item 2. **Policy Period** From:  
To :  
(Both days inclusive)

Item 3. **Limit of Liability** Total aggregate for all *loss*, arising out of all *claims* made against all *insureds* under all insurance covers combined (including *defence costs*):

Item 4. **Retention** *Company* and indemnifiable *loss* :

As specified in general provision 5.4 Retention, only one retention shall be applied for *loss* arising from any *claim* or *claims* alleging a *single employment practice violation*.

Item 5. **Premium** Premium payable:  
Insurance premium  
GST  
Total payable:

Item 6. **Continuity Date**

**Item 7. Conditions**

**SIGNED FOR AND ON BEHALF OF THE *INSURER*  
For Tata AIG General Insurance Company Ltd.**

**Date:**

Policy Serving Office:  
**Tata AIG General Insurance Co Ltd**

# Corporate Guard - Employment Practice Liability

In consideration of the payment of the premium, the *insurer* agrees as follows:

## 1. Insurance Cover

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The *insurer* shall pay the *loss* of each and every *insured* arising from any *claim* first made against such *insured* during the *policy period* and reported to the *insurer* pursuant to the terms of this policy for any *employment practice violation*.

Subject to the terms and conditions of this policy, the *insurer* shall advance *defence costs* resulting from any *claim* before its final resolution.

## 2. Definitions

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2.1 **Affiliate** means:

- (i) any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is in common control with  
or
- (ii) any entity that directly, or indirectly through one or more intermediaries, is a successor in interest to  
the *policyholder* or any *subsidiary*.

2.2 **Claim** means:

- (i) any suit or proceeding, including any civil proceeding, third party proceeding, counter *Claim* or arbitration proceeding, brought by any person or organisation against an *insured* for monetary damages or other relief, including non-pecuniary relief;
- (ii) any written demand from any person or organisation that it is the intention of that person or organisation to hold an *insured* responsible for the results of any specified *employment practice violation*;
- (iii) any criminal prosecution brought against an *insured*;
- (iv) any administrative or regulatory proceeding brought against an *insured*.

Any *claim* or *claims* arising out of, based upon or attributable to a *single employment practice violation* shall be considered to be a single *claim* for the purposes of this policy.

The term *claim* shall include an Equal Opportunities Commission (UK), Commission for Racial Equality (UK) or Equal Employment Opportunity Commission "EEOC" (USA), a proceeding or investigation brought or commenced by the Government of India or the concerned State Government or any Government Department or Authority or similar state, local or foreign agency, proceeding or investigation.

However, in no event, shall the term *claim* include any labour or grievance proceeding which is subject to a collective bargaining agreement.

- 2.3 **Company** means the *policyholder* specified in Item 1 of the Schedule and any *subsidiary*, division, sector, region, product group or other internal *company* structure or segment detailed in an organisation chart or similar document and which has been granted this status by the *policyholder* or any *subsidiary* before the date of the *employment practice violation*.
- 2.4 **Continuity Date(s)** means the date(s) specified in Item 6 of the Schedule which shall be the date(s) from which the *policyholder* has maintained uninterrupted cover with the *insurer*.
- 2.5 **Defence costs** means reasonable and necessary fees, costs and expenses incurred with the written consent of the *insurer* (including premiums for any appeal bond, attachment bond or similar bond, but without obligation to apply for or furnish any bond) resulting solely from the investigation, adjustment, defence and appeal of any *claim* but shall not include the *company's* cost of employing the *insured*.
- 2.6 **Director or officer** means any natural person who is or was a director or officer, or equivalent position, of the *company*.
- 2.7 **Discovery period** means the period of time specified in Extension 4.5 immediately following the termination of this policy during which written notice may be given to the *insurer* of any *claim* first made against the *insured* during such period of time for any *employment practice violation* occurring prior to the end of the *policy period* and otherwise covered by this policy.
- 2.8 **Educational services** means the providing of services by any organisation which is authorised by the United States of America or any state or territory thereof or any foreign jurisdiction to confer any academic degree. *Educational services* shall also include services provided by any organisation to any organised group of pre-school age children, or services provided by any organisation which confers professional licenses or credentials.
- 2.9 **Employee** means any past, present or future employee of the *company*, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal and temporary employee in his or her capacity as such. An individual who is seconded to the *company* shall also be an *employee*, but only if the *company* provides indemnification to such seconded individual in the same manner as is provided to the *company's* employees.  
Any other individual who is contracted to perform work for the *company*, or who is an independent contractor for the *company* shall also be an *employee*, but only if the *company* provides indemnification to such individual in the same manner as that provided to the *company's* employees, and such individual is scheduled by written endorsement attached hereto.
- 2.10 **Employment practice violation** means any actual or alleged:  
(i) unfair or wrongful dismissal, discharge or termination, either actual or constructive, of employment, including breach of an express or implied contract;

- (ii) employment-related misrepresentation;
  - (iii) employment-related breach, violation or non-compliance with the Data Protection Act 1984 and 1998, terms and conditions of employment and the Company's Code of Conduct, if any, or any similar legislation in any other jurisdiction;
  - (iv) employment related libel, slander, humiliation, defamation, infliction of emotional distress, invasion of privacy;
  - (v) wrongful failure to employ or promote;
  - (vi) wrongful deprivation of career opportunities;
  - (vii) wrongful demotion;
  - (viii) wrongful discipline;
  - (ix) failure to furnish accurate job references;
  - (x) failure to grant tenure or negligent *employee* evaluation;
  - (xi) sexual or workplace or racial or disability harassment of any kind (including the alleged creation of a harassing workplace environment);
  - (xii) unlawful discrimination (including but not limited to discrimination based upon age, gender, race, colour, national origin, religion, sexual orientation or preference, pregnancy or disability);
  - (xiii) failure to provide adequate *employee* policies and procedures;
  - (xiv) *retaliation* (including lockouts);
  - (xv) violation of an individual's civil rights relating to any of the above; and
  - (xvi) for the avoidance of doubt, any other *claim* pursuant to the Equal Pay Act 1970 and the Employment Rights Act 1996,
- relating to any past, present or prospective *employee*;

2.11 **Employment-related benefits** means:

- (i) perquisites and fringe benefits;
- (ii) payments due under any employee benefit plan or pension scheme;
- (iii) stock or share options or any other right to purchase, acquire or sell stock or shares of the *company*; or
- (iv) incentive or deferred compensation or any other type of compensation other than salary (including bonus) and wages.

2.12 **Full annual premium** means the annual premium level in effect immediately prior to the end of the *policy period*.

2.13 **Individual Insured** means:

- (i) any natural person who was, is or shall become a *director* or *officer* of the *company*, but only in his or her capacity as such. Cover will automatically apply to any natural person who becomes a *director* or *officer* of the *company* after the inception date of this policy;
- (ii) any natural person who was, is or shall become a *director* or *officer* of the *company* serving in a capacity as director, officer, trustee or governor of an *outside entity*, but only if such service is at the specific written request or direction of the *company*;
- (iii) any *employee* of the *company* in his or her capacity as such.

For the avoidance of doubt the term *individual insured* shall not include external auditors appointed in accordance with Section 384 of the Companies Act 1985 (UK) or the relevant legislation in the appropriate jurisdiction.

2.14 **Insured** means:

- (i) an *individual insured*; and
- (ii) the *company*.

2.15 **Insurer** means the Tata AIG General Insurance Company Limited.

2.16 **Loss** means damages (including back pay and front pay), judgments (including but not limited to, court and tribunal judgments), settlements and *defence costs*; however, *loss* shall not include: (i) civil or criminal fines or penalties imposed by law; (ii) non compensatory damages including punitive, exemplary or multiple damages (other than damages awarded for defamation, libel and slander); (iii) taxes; (iv) any amount for which the *insureds* are not legally liable; (v) compensation payable in respect of contractual or statutory notice periods, (vi) *employment-related benefits*; (vii) any liability or costs incurred by any *insured* to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate programme, policy or seminar relating to any *claim* alleging discrimination or other *employment practice violation*; (viii) matters which are uninsurable under the law pursuant to which this policy shall be construed.

Damages, judgments, settlements and *defence costs* incurred in more than one *claim* against the *insured* but resulting from a *single employment practice violation* shall constitute a single *loss*.

2.17 **Medical services** means the providing of healthcare, medical care or treatment to any individual, including but not limited to any of the following: medical, surgical, psychiatric, mental health, chiropractic, osteopathic, nursing, or other professional healthcare, including the furnishing or dispensing of medications, drugs, blood, blood products or medical, surgical, dental or psychiatric supplies or equipment or the administration or management of healthcare or any healthcare plan.

2.18 **Not-for-profit entity** means an entity registered under the Charities Act 1993 (United Kingdom) or any organisation existing for any research, promotional, training or similar non-profit making purpose or any similar entity organised under the laws of any other jurisdiction or a trade association which for the purposes of this policy shall mean a body of persons, whether incorporated or not, which is formed for the purpose of furthering the trade interests of its members, or of persons represented by its members, other than an organisation engaged in *medical services* or *educational services*.

2.19 **Outside entity** means any *not-for-profit entity* or any other corporation, partnership, joint venture or other organisation which has been listed by endorsement to this policy.

2.20 **Policyholder** means the organisation specified in Item 1 of the Schedule.

- 2.21 **Policy period** means the period of time from the inception date to the expiry date specified in Item 2 of the Schedule.
- 2.22 **Retaliation** means a wrongful act of an *insured* relating to or alleged to be in response to any of the following activities:
- (i) the disclosure or threat of disclosure by an *employee* to a superior or to any governmental agency or authority of any act by an *insured* which act is alleged to be a violation of the law, common or statutory, of any state, territory, jurisdiction, or political subdivision thereof;
  - (ii) the actual or attempted exercise by an *employee* of any right that such *employee* has under law, including rights under any law relating to *employee* rights;
  - (iii) the filing of any *claim* under the Federal False *Claims* Act or any other federal, state, local or foreign “whistle-blower” law;
- or
- (iv) any *employee* strike, work to rule, or other similar action.
- 2.23 **Single employment practice violation** means an *employment practice violation* and *employment practice violation(s)* which are the same, related or continuous, or *employment practice violation(s)* which arise from a common nucleus of facts. *Claims* can allege *single employment practice violations* regardless of whether such *claims* involve the same or different claimants, *insureds* or legal causes of action.
- 2.24 **Subsidiary** means companies in which the *policyholder* either directly or indirectly through one or more of its *subsidiaries*:
- (i) controls the composition of the board of directors; or
  - (ii) controls more than half of the voting power; or
  - (iii) holds more than half of the issued share capital.
- Cover for any *claim* against any of the *directors, officers or employees* of any *subsidiary* shall apply only for *employment practice violations* committed while such *company* is a *subsidiary* of the *policyholder*.
- 2.25 **Transaction** means any one of the following events:
- (i) the *policyholder* consolidates with or merges into or sells all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert; or
  - (ii) any person or entity, whether individually or together with any other person or persons, entity or entities acquires an amount of the outstanding shares representing more than 50 per cent of the voting power for the election of *directors* of the *policyholder*, or acquires the voting rights for such an amount of the shares.

### 3. Exclusions

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The *insurer* shall not be liable to make any payment for *loss* in connection with any *claim* made against the *insured*:

- 3.1 arising out of, based upon or attributable to:

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- (i) the gaining in fact of any profit or advantage to which the *insured* was not legally entitled;
  - (ii) the committing in fact of any dishonest or fraudulent act.
- For the purpose of determining the applicability of these exclusions, the *employment practice violation* of any *insured* shall not be imputed to any other *insured*. These exclusions shall only apply if it is established through a judgment, or any other final adjudication adverse to the *insured*, or any admission by an *insured* that the relevant conduct did in fact occur;
- 3.2 arising out of, based upon or attributable to the breach of any legislation relating to collective redundancies as contained in the Trade Union and Labour Relations (Consolidation) Act 1992, or any similar legislation in any jurisdiction provided, however, that this exclusion shall not apply to any *claims* for discrimination;
  - 3.3 arising out of, based upon or attributable to the facts alleged or to the same or related *employment practice violation* alleged or contained in any *claim* which has been reported or in any circumstances of which notice has been given under any policy of which this policy is a renewal or replacement or which it may succeed in time;
  - 3.4 alleging, arising out of, based upon or attributable to any pending or prior: (1) litigation; or (2) Equal Opportunities Commission (UK), Commission for Racial Equality (UK) or EEOC (or similar state, local or foreign agency) proceeding or investigation of which an *insured* had notice, as of the pending and prior litigation/investigation *continuity date*, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation, or EEOC (or similar state, local or foreign agency) proceeding or investigation;
  - 3.5 with respect to serving in a capacity as a director, officer, trustee or governor of an *outside entity*, for any *employment practice violation* occurring prior to the *continuity date* if the *insured* knew or could have reasonably foreseen that such *employment practice violation* could lead to a *claim* under this policy;
  - 3.6 alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an *individual insured* serving in any capacity, other than as a *director, officer or employee* of the *company*, or as a director or officer, of an *outside entity*;
  - 3.7 for any *employment practice violation* arising out of the *insured* serving in a capacity as a director or officer of an *outside entity* if such *claim* is brought by a director, officer or any shareholder of the *outside entity*;
  - 3.8 for bodily injury (other than emotional distress), sickness, disease, or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;
  - 3.9 which is brought by any *insured*; provided, however, this exclusion shall not apply to a *claim* brought by an *employee* of the *company* other than an *employee* who is or was a *director or officer* of the *policyholder*;

- 3.10 alleging, arising out of, based upon or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA) the National Labor Relations Act (USA), the Worker Adjustment and Retraining Notification Act (USA), the Consolidated Omnibus Budget Reconciliation Act (USA), the Occupational Safety and Health Act, the Health and Safety at Work Act 1974 (UK) the Pensions Act 1995 (UK) and any amendments thereto or any similar provisions of the law, common or statutory, of any state, territory, jurisdiction, or political subdivision thereof; provided, however, that this exclusion shall not apply to *loss* arising from a *claim* for *retaliation*;
- 3.11 arising out of, based upon or attributable to any obligation pursuant to any minimum wage regulations, workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits or any similar law or obligation whatsoever; provided, however, that this exclusion shall not apply to any *claim* for *retaliation*;
- 3.12 alleging, arising out of, based upon or attributable to any judgment or order of a court or tribunal for the reinstatement of an *employee*, provided, however, that this exclusion shall not apply to *defence costs* incurred in the court or tribunal proceedings;
- 3.13 alleging, arising out of, based upon or attributable to any *claim* brought by a shareholder of the *company* or an *affiliate* in their capacity as such whether derivatively on behalf of the *company*, or an *affiliate*, or by direct or class action.
- 3.14 alleging, arising out of, based upon or attributable to any act or omission, responsibilities, obligations or duties imposed by the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) and any subsequent amendments thereto. The *policyholder* may request an extension of the policy to provide cover by endorsement for such transfers of undertakings provided that the *policyholder* shall give the *insurer* sufficient details to permit the insurer to assess and evaluate the *insurer's* potential increase in exposure. The *insurer* shall be entitled to amend the policy terms and conditions, during the *policy period*, including by the charging of a reasonable additional premium to reflect the increase in exposure.
- 3.15 brought in, or alleging a violation of any regulation or law of the United States of America, Canada or any territory or possession thereof and related to, arising out of, based upon or attributable to any actual or alleged contractual obligation or liability of the *company* or any other *insured* under any express (written or oral) contract or agreement including, but not limited to, any severance agreement or golden parachute agreement, or any compensation agreement payable upon the termination of any *insured*; provided, however, that this exclusion shall not apply to the extent the liability does not arise out of such express contract or agreement, or an actual or alleged breach thereof.
- 3.16 for violation(s) of any of the responsibilities, obligations or duties imposed by the Fair Labor Standards Act, any rules or regulations of the foregoing promulgated thereunder and amendments thereto, or any similar federal, state, local or foreign statutory law or common

law that governs the same topic or subject, even if those statutory provisions are not similar or identical or any similar provisions, parts, sub-parts, or portions of any federal, state, local or foreign statutory law or common law. This exclusion shall not apply to: (1) the Equal Pay Act or any similar federal, state, local or foreign statutory law; or (2) an allegation of *retaliation*.

- 3.17 brought in, or alleging a violation of any regulation or law of the United States of America, Canada or any territory or possession thereof and related to, arising out of, based upon or attributable to the refusal, failure or inability of any *insured* to pay wages or overtime pay for service rendered, as opposed to tort-based back pay or front pay awards, (hereinafter “Earned Wages”) or for improper payroll deductions taken by an *insured* from an employee or purported employee, including any *claim* seeking Earned Wages because any Employee or purported Employee was improperly classified or mislabelled as “exempt.”

## 4. Extensions

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Subject to all of the terms, conditions and exclusions of this policy, cover is extended as follows:

### 4.1 **Representation at Investigations and Examinations**

This policy shall provide cover for any reasonable and necessary fees, costs and expenses incurred with the prior written consent of the *insurer* attributable to any required attendance by or on behalf of the *insured* at any official investigation conducted by the Equal Opportunities Commission (UK), the Commission for Racial Equality (UK) or EEOC or any similar state, local or foreign agency or authority in relation to the affairs of the *company*. If the *insured* believes that as a result of such investigation, examination, inquiry or other similar proceeding, circumstances exist which may reasonably be expected to give rise to a *claim*, notice must be given to the *insurer* of the circumstances and the reasons for anticipating a *claim*, with full particulars as to dates and persons involved in accordance with general provision 5.5.

### 4.2 **Heirs, Estates and Legal Representatives**

If an *individual insured* dies, becomes incompetent, insolvent or bankrupt, this policy shall cover *loss* arising from any *claim* made against the estate, heirs, or legal representatives of the *individual insured* for any *employment practice violation* of such *individual insured*.

### 4.3 **Joint Property Liability**

This policy shall cover *loss* arising from any *claim* made against the lawful spouse (whether that status is derived by reason of the statutory law, common law or otherwise of any applicable jurisdiction in the world) of an *individual insured* for any *claim* arising out of his or her status as the spouse of an *individual insured* including any *claim* that seeks damages recoverable from marital community property or property jointly held by the *individual insured* and the spouse; provided, however, that this extension shall not afford cover for any *claim* for any *employment practice violation* of the spouse and that this policy shall apply only to *employment practice violations* of an *individual insured*.

#### 4.4 **New Subsidiaries**

Cover under this policy is extended to any company that becomes a *subsidiary* during the *policy period* as follows:

- (i) automatically for any *subsidiary* domiciled outside the United States of America and Canada in the event that the total gross assets of such *subsidiary* on the date of its acquisition or creation by the *policyholder* are less than 25% of the total consolidated assets of the *policyholder* as at the inception date of this policy. The *policyholder* shall provide the *insurer* with full particulars of the new *subsidiary* before the end of the *policy period*; or
- (ii) with respect to *subsidiaries* which do not fall within (i) above, provided that within 90 days of creating or acquiring such a *subsidiary*, the *policyholder* provides the *insurer* with full particulars of the new *subsidiary* and agrees to any additional premium or amendment of the provisions of this policy required by the *insurer* relating to such new *subsidiary*. Further, the cover afforded to the new *subsidiary* is conditional upon the *policyholder* paying when due any additional premium required by the *insurer* relating to such new *subsidiary*.

Unless otherwise agreed, cover as is afforded under this policy with respect to any *claim* made against *individual insureds* of any *subsidiary*, or a *claim* made against any *subsidiary*, shall only apply to *employment practice violations* committed or allegedly committed while such company is or was a *subsidiary* of the *policyholder*.

#### 4.5 **Discovery Period**

If the *insurer* refuses to offer any terms or conditions to renew this policy, then the *policyholder* shall have the right to a *discovery period* of 12 months following the effective date of non-renewal:

- (i) provided the *policyholder* cannot renew or replace this policy with or cannot purchase, effect or otherwise acquire, any other policy affording employment practices liability or similar liability cover; and
- (iii) upon payment of an additional premium of XX% of the *full annual premium*.

The *insured* shall be entitled to a 30 day *discovery period* at no additional premium if this policy is not renewed by the *insurer*. If the *policyholder* elects to purchase a *discovery period*, this 30-day *discovery period* shall be part of and not in addition to the purchased *discovery period*. To purchase the *discovery period*, the *policyholder* must request its purchase in writing within 15 days of the termination date of the policy and must tender the additional premium within 30 days of the termination date. The additional premium is not refundable and the *discovery period* is not cancellable. If a *transaction* takes place, then the *policyholder* shall not have the right to purchase a *discovery period* as set out above. However, the *policyholder* shall have the right within 30 days of the end of the *policy period* to request an offer from the *insurer* of a *discovery period* for up to 72 months. The *insurer* shall offer a *discovery period* with terms, conditions and premium as the *insurer* may reasonably decide. No *discovery period* of any length is available in the event of this policy being cancelled due to the non payment of premium.

## 5. General provisions

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### 5.1 **Representation and Severability**

In granting cover to any one *insured*, the *insurer* has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy.

The proposal shall be construed as a separate proposal by each of the *individual insured*. With respect to statements and particulars in the proposal, no statements made or knowledge possessed by any *individual insured* shall be imputed to any other *individual insured* to determine whether cover is available for any *claim* made against such other *individual insured*.

### 5.2 **Changes in Risk During Policy Period**

If during the *policy period* a *transaction* takes place, then the cover provided under this policy is amended to apply only to *employment practice violations* committed prior to the effective date of the *transaction*.

### 5.3 **Limit of liability**

means the amount specified in item 3 of the Schedule and is the total aggregate limit of the *insurer's* liability for all *loss*, arising out of all *claims* made against all *insureds* under all insurance covers under this policy combined. The limit of liability for the *discovery period* shall be part of and not in addition to the total aggregate limit of liability for the *policy period*. *Loss* arising from any *claim* which is made subsequent to the *policy period* or *discovery period* which pursuant to general provision 5.5 is considered made during the *policy period* or *discovery period* shall also be subject to the same total aggregate limit of liability. *Defence costs* are not payable by the *insurer* in addition to the total aggregate limit of liability. *Defence costs* are part of *loss* and are subject to the total aggregate limit of liability for *loss*.

The *limit of liability* is the total sum payable by Tata AIG General Insurance Company Limited

### 5.4 **Retention**

The *insurer* shall only be liable for the amount of *loss* arising from a *claim* which is in excess of the retention amount specified in Item 4 of the Schedule with regard to all *loss* under this policy which relates to *claims* against the *company* or for which the *company* has indemnified or is permitted or required to indemnify the *insured*.

It is agreed that the *company* will be conclusively deemed to have indemnified the *insured* to the maximum extent that the *company* is permitted or required to grant such indemnification pursuant to law, common or statutory, or contract, or by the charter or by-laws or the Articles of Association of the *company*, which are hereby deemed to incorporate, for the purposes of this policy, the broadest provisions of the law which determine or define such rights of indemnity.

The retention amount is to be borne by the *company* and shall remain uninsured. A single retention amount shall apply to *loss* arising from all *claims* alleging the same or related *employment practice violations*.

#### 5.5 **How to Give Notice and Report a Claim**

- (i) Notice of a *claim* or of circumstances which may result in a *claim* shall be given in writing to Financial Lines *Claims*, Tata AIG General Insurance Company Limited. If posted the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.
- (ii) The *insured* shall, as a condition precedent to the obligations of the *insurer* under this policy, give written notice to the *insurer* of any *claim* made against an *insured* as soon as practicable and either:
  - (a) any time during the *policy period* or during the *discovery period*;
  - or
  - (b) within 30 days after the end of the *policy period* or the *discovery period*, as long as such *claim(s)* is reported no later than 30 days after the date such *claim* was first made against an *insured*.
- (iii) If, during the *policy period* or during the *discovery period* written notice of a *claim* against an *insured* has been given to the *insurer* pursuant to the terms and conditions of this policy, then any *claim* arising out of, based upon or attributable to the facts alleged in the *claim* previously notified to the *insurer* or alleging an *employment practice violation* which is the same as or related to any *employment practice violation* alleged in the previously notified *claim*, shall be considered made against the *insured* and reported to the *insurer* at the time the first notice was given.
- (iv) If during the *policy period* or during the *discovery period*, the *insured* shall become aware of any circumstances which may reasonably be expected to give rise to a *claim* being made against an *insured* and shall give written notice to the *insurer* of the circumstances and the reasons for anticipating a *claim*, with full particulars as to dates and persons involved, then any *claim* which is subsequently made against an *insured* and reported to the *insurer* arising out of, based upon or attributable to the circumstances or alleging any *employment practice violation* which is the same as or related to any *employment practice violation* alleged or contained in those circumstances, shall be considered made against the *insured* and reported to the *insurer* at the time the notice of the circumstances was first given.

#### 5.6 **How Defence Will be Conducted**

The *insurer* does not assume any duty to defend. The *insured* shall have the right and duty to defend and contest any *claim*. The *insurer* shall have the right to effectively associate with the *insured* in the defence and settlement of any *claim* that appears reasonably likely to involve the *insurer*, including but not limited to effectively associating in the negotiation of any settlement.

The *insured* shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment or incur any *defence costs* without the prior written consent of the *insurer* as a condition precedent to the *insurer's* liability for *loss* arising out of the *claim*. Only those settlements, stipulated judgments and *defence costs* which have been consented to

by the *insurer* shall be recoverable as *loss* under the terms of this policy. The *insurer's* consent shall not be unreasonably withheld, provided that the *insurer* shall be entitled to effectively associate in the defence and the negotiation of any settlement of any *claim* in order to reach a decision as to reasonableness.

The *insured* shall give the *insurer* full co-operation and all information as it may reasonably require as a condition precedent to the *insurer's* liability for *loss* arising out of the *claim*. The *insurer* may make any settlement of any *claim* it deems expedient with respect to any *insured* subject to such *insured's* written consent. If any *insured* withholds consent to such settlement, the *insurer's* liability for all *loss* on account of such *claim* shall not exceed the amount for which the *insurer* could have settled such a claim plus *defence costs* incurred as of the date such settlement was proposed in writing by the *insurer*. The *insureds* shall give the *insurer* full co-operation and all information as it may reasonably require as a condition precedent to the *insurer's* liability for *loss* arising out of the *claim*.

#### 5.7 **Advancement of Costs**

The *insurer* shall advance to the *insured* *defence costs* under this policy before the final disposition of the *claim*.

The advance payments by the *insurer* shall be repaid to the *insurer* by the *insured*, severally according to their respective interests, in the event and to the extent that the *insured* shall not be entitled to payment of the *loss* under the terms and conditions of this policy.

In the event and to the extent that the *company* is permitted or required to indemnify the *insured* but for whatever reason fails to do so, the *insurer* will advance all *defence costs* to the *insured* on behalf of the *company*. In this case, however, the retention amount specified in Item 4 of the Schedule shall be repaid by the *company* to the *insurer*, unless the *company* is insolvent.

#### 5.8 **Subrogation**

In the event of any payment under this policy, the *insurer* shall be subrogated to the extent of such payment to all of the *insureds'* rights of recovery in respect of the payment, and the *insured* shall execute all papers required and shall do everything that may be necessary to secure any rights including the execution of any documents necessary to enable the *insurer* effectively to bring suit in the name of the *insured*. In no event, however, shall the *insurer* exercise its rights of subrogation against an *insured* under this policy unless such *insured* has been convicted of a criminal act, or been determined to have committed a deliberate fraudulent act, or obtained any profit or advantage to which such *insured* was not legally entitled.

#### 5.9 **Other Insurance and Indemnification**

Unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by this policy shall be primary.

In the event of a *claim* against an *individual insured* arising out of his or her service as a director, officer, trustee or governor of an *outside entity* or a *claim* against a seconded *employee* as described in definition 2.9, cover as is afforded by this policy shall be specifically excess of

Indemnification provided by such *outside entity* or such seconding company and any insurance provided to such *outside entity* or such seconding company.

Further, in the event other insurance is provided to the *outside entity* or seconding company referred to in the above paragraph, for a *claim* brought by a non-employee alleging an *employment practice violation*, or by any pension trust or employee benefit plan fiduciary liability insurance policy, and such other insurance is provided by the *insurer* or any member company of American International Group, Inc. (AIG) (or would be provided but for the application of the retention amount, exhaustion of the limit of liability or failure to submit a notice of a *claim*) then the *insurer's* maximum aggregate Limit of Liability for all *loss* combined in connection with a *claim* covered, in part or in whole, by this policy and such other insurance policy issued by AIG, shall not exceed the greater of the Limit of Liability of this policy or the limit of liability of such other AIG insurance policy.

**5.10 Notice and Authority**

It is agreed that the *policyholder* shall act on behalf of its *subsidiaries* and all *insureds* with respect to the giving and receiving of notice under this policy, including the giving of notice of *claim*, the payment of premiums that may become due under this policy, the receipt and acceptance of any endorsements issued to form a part of this policy and the exercising or declining to exercise any right to a *discovery period*.

**5.11 Assignment**

This policy and any rights hereunder cannot be assigned without written consent of the *insurer*.

**5.12 Jurisdiction and Governing Law**

Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of India.

The parties agree to submit to the exclusive jurisdiction of the Indian Courts.

**5.13 Arbitration**

- (a) 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 the amount or any amounts payable under this policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).
- (b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.



- (c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.
- (d) The place of arbitration shall be Mumbai India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.
- (e) It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained.
- (f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

#### 5.14 **Cancellation**

- (a) The *insurer* may cancel this policy by giving 30 days written notice of such cancellation to the last known address of the *insured* and in such event the *insurer* will return a pro-rata portion of the premium for the unexpired *policy period*.
- (b) This policy may also be cancelled by the *insured* by giving 30 days written notice to the *insurer* in which event the *insurer* will retain premium at the customary short period scale, provided that there has been no *claim* under the policy during the *policy period* in which case no refund of premium shall be allowed.
- (c) The payment or tender of any unearned premium by the *insurer* shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

#### 5.15 **Titles and Italics**

The titles of these paragraphs are for convenience only and do not lend any meaning to this contract. In this policy words in italics have special meaning and are defined.

## **SECTION - Customer Grievance Redressal Procedure**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-266-7780/022-66939500 (tolled) or you may email to the customer service desk at [customersupport@tata-aig.com](mailto:customersupport@tata-aig.com).

### **Nodal Officer**

Please visit our website at [www.tataaiginsurance.in](http://www.tataaiginsurance.in) to know the contact details of the nodal officer for your servicing branch.

After investigating the grievance internally and subsequent closure, We will send Our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, We will inform you of the same through an interim reply.

### **Escalation Level 1**

For lack of a response or if the resolution still does not meet your expectations, you can write to [manager.customersupport@tata-aig.com](mailto:manager.customersupport@tata-aig.com). After investigating the matter internally and subsequent closure, We will send Our response within a period of 8 days from the date of receipt at this email id.

### **Escalation Level 2**

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head - Customer Services at [head.customerservices@tata-aig.com](mailto:head.customerservices@tata-aig.com). After examining the matter, We will send you our final response within a period of 7 days from the date of receipt of your complaint on this email id.

Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

<b>Jurisdiction territory</b>	<b>Office of the Ombudsman</b>
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel : 079-25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>
State of Karnataka.	24th Main Road, Jeevan Soudha Bldg, JP Nagar, 1st Phase, Bengaluru – 560 025. Tel.: 080-22222049/22222048 Fax: 080 - Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>
States of Madhya Pradesh and Chattisgarh.	2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>
State of Orissa.	62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email : <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	SCO No.101-103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706468/2772101 Fax : 0172-2708274 Email : <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>

State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044 - 24333668 / 24335284 Fax : 044-24333664 Email : <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>
States of Delhi.	2/2 A, Universal Insurance Building, Asaf Ali Road, NEW DELHI-110 002. Tel.: 011-23234057/23232037 Fax : 011-23230858 Email : <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	"Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax : 0361-2732937 Email : <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>
States of Andhra Pradesh, Telangana and Union Territory of Yanam and a part of the Union Territory of Pondicherry.	6-2-46, 1 <sup>st</sup> Floor, Moin Court, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040-23376599 Email : <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>
State of Rajasthan	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Road, Jaipur - 302 005. Tel.: 0141-2740363 Fax: 0141 - Email : <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a>
State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	2nd Floor, CC 27/2603, Pulinat Bldg., M. G. Road, ERNAKULAM-682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email : <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>
States of West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands.	Hindustan Building. Annexe, 4 <sup>th</sup> Floor, C.R. Avenue, Kolkatta – 700 072. Tel.: 033 - 22124339 / 22124346 Fax : 033 - 22124341 Email : <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>
Districts of Uttar Pradesh : Laitpur, Jhasi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar	Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email : <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel.: 022-26106960/26106552 Fax: 022 - 26106052 Email : <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>

Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	3 <sup>rd</sup> Floor, Jeevan Darshan, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-32341320 Fax: 020 -2 Email : <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>
State of Bihar and Jharkhand.	1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel No: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>
State of Uttaranchal and the following Districts of Uttar Pradesh : Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghazaibad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur	Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. NOIDA – 201301 Tel: 0120-2514250/51/53 Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>

This Policy is subject to IRDAI (Protection of Policyholder's Interests) Regulation, 2017.