

CorporateGuard - Public Offering of Securities Insurance

POLICY NUMBER:

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
PRODUCT UIN : IRDAN108P0001V01200506
For more information call the Tata AIG Help line at 1-800-119966 / 1800-266-7780
www.tataaiginsurance.in

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Schedule

Policy Number:

Item 1. **Policyholder
Address**

Item 2. **Policy Period**

From:

To:

(12:01 am standard time at address in Item 1)

Item 3. **Limit of Liability**

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

Rs.

Item 4. **Retention**

Section A: Nil

Section B: (i) Rs.

(ii) Rs.

Item 5. **Premium**

Each and every *loss*.

Premium payable: Rs.

Insurance premium tax payable: Rs.

Total premium payable: Rs.

Item 6. **Continuity Date**

Item 7. **Particulars**

SIGNED FOR AND ON BEHALF OF THE INSURER

DATE:

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

1. Insurance Cover

A: DIRECTORS, OFFICERS AND EMPLOYEES INSURANCE

The *insurer* shall pay the *loss* of each and every *director, officer* or *employee* arising from a *securities claim* first made against a *director, officer* or *employee* during the *policy period* for any actual or alleged *wrongful act* in their respective capacities as a *director, officer* or *employee* of the *company*, except to the extent that the *company* has indemnified or is permitted or required to indemnify such *director, officer* or *employee* for such *loss*.

B: COMPANY INSURANCE FOR SECURITIES CLAIMS

The *insurer* shall pay the *loss* of the *company* arising from:

- (i) a *securities claim* first made against the *company*, or
- (ii) a *securities claim* first made against a *director, officer* or *employee*

during the *policy period* for any actual or alleged *wrongful act*, but in the case of (ii) above, only to the extent that the *company* has indemnified or is permitted or required to indemnify such *insured* for such *loss* pursuant to law, common or statutory, contract, or the Articles of Association, Charter or By-laws of the *company*, duly effective under such law which determines and defines such rights of indemnity.

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

This policy and the coverage under this policy shall be subject to the provisions of the Companies Act, 1956, Securities and Exchange Board Regulations and other applicable Indian Laws.

2. Definitions

2.1 **Company** means the *policyholder* specified in Item 1 of the Schedule and any *subsidiary* thereof.

2.2 **Continuity date** means the date specified in Item 6 of the Schedule.

2.3 **Defence costs** means reasonable and necessary fees, costs and expenses incurred with the written consent of the *insurer* (including premiums for any

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appeal bond, attachment bond or similar bond arising out of a covered judgment, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defence and appeal of a *securities claim* against the *insured*, but excluding salaries of any *insured*.

2.4 **Director(s) or officer(s)** means any natural person who was, now is or shall be a *director* or *officer* of the *company*. The term *director* and *officer* shall also mean any equivalent position under the laws of any jurisdiction.

2.5 **Employee** means any past, present or future *employee* of the *company* (other than an *employee* who is a *director* or *officer*) whether such *employee* is full-time, part-time, seasonal, permanent or temporary and shall include *employees* in a supervisory, managerial, co-worker or subordinate position or otherwise.

2.6 **Indemnifiable loss** means *loss* for which the *company* has indemnified or is permitted or required to indemnify an *insured*.

2.7 **Insured** means:

- (i) with respect to covers A and B (ii), any *director*, *officer* or *employee*;
- (ii) with respect to cover B (i) only, the *company*.

For the avoidance of doubt, and except for the cover provided under B (ii) to the extent that the *company* has indemnified the auditor in his capacity as an *officer* of the *company* in accordance with the *company's* Articles of Association, the term *director*, *officer* or *employee* shall not include external auditors appointed in accordance with Section 224 of the Companies Act, 1956 or any similar legislation in any other jurisdiction.

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

2.9 **Loss** means damages, judgments (including any award of pre-judgment and post-judgment interest), settlements and *defence costs*; however, *loss* shall not include:

- (i) civil or criminal fines or penalties imposed under statute or law;
- (ii) taxes;
- (iii) the multiplied portion of multiplied damages;
- (iv) any amount for which the *insureds* are not financially liable or which are without legal recourse to the *insureds*;
- (v) matters which are uninsurable under the law applicable to this policy.

Subject to the other terms, conditions and exclusions of the policy, *loss* shall include punitive or exemplary damages imposed upon any *insured*.

2.10 **Particulars** means the following documents (including any supplements, amendments and other materials used to market the *public offering* which have been submitted to the *underwriters*): [].

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

2.12 **Policy period** means the period of time from the inception date to the expiry date specified in Item 2 of the Schedule.

2.13 **Pollutants** include (but are not limited to) any solid, liquid, gaseous or thermal

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irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed.

2.14 **Public Offering** means any actual or proposed offering of securities of the *company* described in the *particulars* filed pursuant to the provisions of the Companies Act, 1956, The Securities Contracts (Regulation) Act, 1956, and the applicable regulations of Securities and Exchange Board of India (SEBI) read with the Listing Guidelines of the Stock Exchange(s) or any other similar statute, rule or regulation (or any similar statute, rule or regulation in any other jurisdiction), including but not limited to filed *particulars* which do not become effective, and effective *particulars* for securities that are not to be presently offered to the public (otherwise known as a shelf-registration).

2.15 **Securities claim** means:

- (i) any suit or proceeding, including any civil proceeding, third party proceeding, counter claim or arbitration proceeding;
- (ii) any criminal prosecution;
- (iii) any administrative or regulatory proceeding;
- (iv) any civil suit or criminal proceeding brought by the Central or State Government Authorities, including SEBI, or the equivalent in any other jurisdiction including the Securities & Exchange Commission in the United States of America;

which is based solely upon inaccuracies, actual or alleged, in the *particulars* or in any negotiations, discussions or decisions in connection with a *public offering* prior to the filing or issue of the *particulars*.

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

2.16 **Single wrongful act** means a *wrongful act* and *wrongful act(s)* which are the same, related or continuous, or *wrongful act(s)* which arise from a common nucleus of facts. *Securities claims* can allege *single wrongful acts* regardless of whether such *securities claims* involve the same or different claimants, *insureds* or legal causes of action.

2.17 **Subsidiary** means any *subsidiary* as defined under Section 4 of the Companies Act, 1956.

2.18 **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 becomes entitled to exercise more than 50% of the rights to vote at general meetings of the *company* or control the appointment of *directors* who are able to exercise a majority of the votes at Board meetings of the *company*.

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2.19 **Underwriters** means the underwriter(s) or sponsor(s) designated in the *particulars* (including any partners, *directors*, *officers* and *employees* of such *underwriter(s)*, sponsor(s)), any person who controls the *underwriters* or sponsors as defined in the SEBI Regulations, or any similar provision in any other jurisdiction.

2.20 **Wrongful act** means:

- (i) with respect to any *director*, *officer* or *employee*, any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act by any *directors*, *officers* or *employees* in their respective capacities as *directors*, *officers* or *employee* of the *company*, or any matter claimed against them solely because of their status as a *director*, *officer* or *employee* of the *company*, but in all cases solely with respect to a *securities claim*;
- (ii) with respect to the *company*, any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act by the *company* in its capacity as such, but solely as respects a *securities claim*;

3. Exclusions

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

3.1 arising out of, based upon or attributable to:

- (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;
- (iii) payments to an *insured* of any remuneration without the previous approval of the shareholders or members of the *company*, which payment without such previous approval shall be held to have been illegal or unlawful;

For the purpose of determining the applicability of these exclusions, the *wrongful acts* of any *insured* shall not be imputed to any other *insured*; provided that the facts pertaining to and knowledge possessed at the time of the *wrongful act* giving rise to the *claim* by any past or present chairman of the board, president, chief executive officer, chief operating officer or chief financial officer of the *policyholder* shall be imputed to the *company*. These exclusions shall only apply to any *insured* if it is established through a judgment, or any other final adjudication adverse to that *insured*, or any admission by that *insured* that the relevant conduct did in fact occur;

3.2 alleging, arising out of, based upon or attributable to the facts alleged or to the same or related *wrongful acts* alleged or contained in any *securities 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;

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- 3.3 alleging, arising out of, based upon or attributable to any pending or prior litigation as of the *continuity date* specified in Item 6 of the Schedule, or alleging or deriving from the same or essentially the same facts as alleged in the pending or prior litigation. For the purposes of this exclusion, the term 'litigation' shall include, but not be limited to, any civil or criminal proceedings as well as any administrative or regulatory proceedings or official investigation or arbitration or adjudication, but shall not include any grand jury investigations not known to the chairman of the board, president, chief executive officer, chief operating officer or chief financial officer of the *policyholder*;
- 3.4 alleging, arising out of, based upon or attributable to any actual or alleged act or omission of a *director, officer* or *employee* in their capacities as *directors, officers, trustees, employees, governors* of any entity other than the *company*, or by reason of their status as *directors, officers, trustees, employees* or *governors* of such other entity;
- 3.5 which is brought by or on behalf of any *insured* or the *company*; or which is brought by any securities holder or member of the *company*, whether directly or derivatively, unless such shareholder's or member's *securities claim* is instigated and continued totally independently of, and totally without the solicitation or active participation of, any *director* or *officer* or the *company*; provided, however, this exclusion shall not apply to:
- (i) any *securities claim* brought by a *director, officer* or *employee* for contribution or indemnity if the *claim* results directly from another *securities claim* otherwise covered under this policy; or
 - (ii) any *securities claim* by a liquidator, receiver or administrative receiver, or similar person under the laws of any other jurisdiction, either directly or derivatively on behalf of the *company* without the solicitation or active participation of any *insured* or the *company*;
- 3.6 for bodily injury, sickness, disease, death or emotional distress of any person, or damage to or destruction of any tangible property, including the *loss* of use thereof;
- 3.7 alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:
- (i) the actual, alleged or threatened discharge, dispersal, release or escape of *pollutants*; or
 - (ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise *pollutants, nuclear material* or *nuclear waste*, including a *securities claim* alleging damage to the *company* or its securities holders, provided, however, that this exclusion shall not apply to non-indemnifiable *loss* arising from a *securities claim*;
- 3.8 in a capacity as trustee or fiduciary under law (statutory or non-statutory including common) or administrator of any pension, profit sharing or *employee* benefits programme, including but not limited to an actual or alleged violation of the responsibilities, obligations or duties imposed by any enactment including the Indian Trusts Act, 1890, the Employees' Provident Funds and

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Miscellaneous Provisions Act, 1952 or the Employee Retirement Income Security Act of 1974 (USA) and any amendments thereto or any similar provisions of the law, common or statutory, of any state, territory, jurisdiction, or political subdivision thereof.

4. Extensions

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

4.1 Heirs, Estates and Legal Representatives

If a *director, officer* or *employee* dies, becomes mentally ill or a patient for any purpose of any statute relating to mental health, insolvent or bankrupt, this policy shall cover *loss* arising from any *securities claim* made against the estate, heirs, or legal representatives of the *director, officer* or *employee* for any *wrongful act* of such *director, officer* or *employee*.

4.2 Joint Property Liability

This policy shall cover *loss* arising from any *securities 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 a *director, officer* or *employee* for any *securities claim* arising out of his or her status as the spouse of a *director, officer* or *employee* including any *securities claim* that seeks damages recoverable from marital community property or property jointly held by the *director, officer* or *employee* and the spouse; provided, however, that this extension shall not afford cover for any *securities claim* for any *wrongful act* of the spouse.

5. General Provisions

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 *insured*. With respect to statements and *particulars* in the proposal, no statements made or knowledge possessed by any *insured* shall be imputed to any other *insured* to determine whether cover is available for any *claim* made against such other *insured*; provided, however, that statements made and knowledge possessed by any past or present chairman of the board, president, chief executive officer, chief operating officer, chief financial officer, or the general counsel of the *company* shall be imputed to the *company* but not to any *director, officer* or *employee*.

5.2 Changes in Risk During Policy Period

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If during the *policy period* a *transaction* takes place, then the cover provided by this policy is amended to apply only to *wrongful acts* committed prior to the effective date of the *transaction*.

The *policyholder* shall give the *insurer* written notice of the *transaction* as soon as practicable, but not later than 30 days after the effective date of the *transaction*.

5.3 Retention

The *insurer* shall only be liable for the amount of *loss* arising from a *securities claim* which is in excess of the *retention* amount specified in Item 4 of the schedule with regard to all *loss* under all insurance covers under this policy for which the *company* has indemnified or is permitted or required to indemnify the *insured*. The *retention* amount is to be borne by the *company* and shall remain uninsured.

5.4 Limit of Liability

The *Insurer's* total liability for all *loss*, under Covers A and B combined, arising out of all *securities claims* first made against the *insureds* during the *policy period* or any extension thereto shall be as stated in Item 3 of the Schedule to this policy. This aggregate limit of liability shall also apply to *securities claims* which are deemed to have been made during the *policy period* by the operation of General Provision 5.5(iv) of the policy.

Defence costs are not payable by the *insurer* in addition to the limit of liability. *Defence costs* are part of *loss* and as such are subject to the limit of liability for *loss*.

The *insurer* shall meet legitimate and substantiated claims for indemnity under the policy in the order in which they are presented to them, save that where it appears that the limit of liability stipulated in Item 3 of the Schedule will not be sufficient to meet all substantiated claims by *insureds* for indemnity under the policy:

- (i) the *insurer* shall first indemnify any *directors, officers* or *employees* in respect of *loss* which is not indemnifiable *loss* and which is recoverable under Cover A as at the date when it is first realised by the *insurer* that the Item 3 limit of liability may not be sufficient;
- (ii) thereafter, with respect to whatever remaining amount of the limit of liability is available after payment of the *loss* referred to at (i) above the *insurer* may, at its option, request the managing director of the *policyholder* to elect in writing either to stipulate the order and the amounts in which *losses* are to be discharged or to receive the said balance to be held in trust for the various *insureds* who have suffered such *losses*.

Once a payment is made under sub-clause (ii) above the *policyholder* shall be deemed to have indemnified the *insurer* against any *claim* that might be made against them in relation to the order and amounts in which *losses* have been discharged.

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

- (i) Notice of a *securities claim* or of circumstances which may result in a *securities claim* shall be given in writing to

The Claims Department
Tata AIG General Insurance Company Limited.
Ahura Centre, 4th Floor
82 Mahakali Caves Road
Andheri (East)
Mumbai 400093

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 *company* or the *insureds* shall, as a condition precedent to the obligations of the *insurer* under this policy, give written notice to the *insurer* of any *securities claim* made against an *insured* as soon as practicable and either:
- (a) any time during the *policy period*; or
- (b) within 30 days after the end of the *policy period*, as long as such *securities claim* is reported no later than 30 days after the date such *securities claim* was first made against an *insured*.
- (iii) If, during the *policy period*, written notice of a *securities claim* against an *insured* has been given to the *insurer* pursuant to the terms and conditions of this policy, then any *securities claim* arising out of, based upon or attributable to the facts alleged in the *securities claim* previously notified to the *insurer*, or alleging a *single wrongful act* which is the same as or related to any *wrongful act* alleged in the previously notified *securities 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* the *company* or the *insured* shall become aware of any circumstances which may reasonably be expected to give rise to a *securities claim* being made against an *insured* and shall give written notice to the *insurer* of the circumstances and reasons for anticipating a *securities claim*, with full *particulars* as to dates and persons involved, then any *securities 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 *wrongful act* which is the same as or related to any *wrongful act* 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 Advancement of Costs

Under all covers, the *insurer* shall advance *defence costs* to the *insured* before the final disposition of a *securities 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

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the terms and conditions of this policy.

With respect to cover A only, in the event and to the extent that the *company* is permitted or required to indemnify a *director*, *officer* or *employee* but for whatever reason fails to do so, the *insurer* will advance all *defence costs* to such *director*, *officer* or *employee* 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.

5.7 How Defence Will Be Conducted

The *insured* shall have the right and duty to defend and contest any *securities claim*. The *insurer* shall have the right to effectively associate with the *insured* in the defence and settlement of any *securities 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 *securities 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 *securities 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 *securities claim*. In the event that a dispute arises between the *insurer* and the *insured* regarding whether or not to contest any legal proceedings, the *insured* shall not be required to contest any legal proceedings unless a Senior Counsel or equivalent (to be mutually agreed by the *policyholder* and the *insurer*) shall advise that the proceedings should be contested. The cost of the Senior Counsel shall be borne by the *insurer*.

5.8 Allocation

This General Provision applies where a *securities claim* is made against an *insured* (for the purposes hereof "the first *insured*") in respect of matters for which further *insured(s)* (for the purposes hereof "the further *insured*") are also alleged to be liable – and in circumstances where the further *insured* are either:

- (i) not entitled to be indemnified under the policy in respect of the said matters; or
- (ii) are only so entitled by virtue of a different cover or covers from that under which the first *insured* is entitled to be indemnified and subject to a higher retention or a lower limit of indemnity.

Where this General Provision applies:

- (a) any *defence costs* jointly incurred by and/or;

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- (b) any joint settlement entered into by and/or;
- (c) any judgment of joint liability rendered against

the first and further *insured* in respect of the *securities claim* shall be allocated between the first and further *insured* in a fair and proper way, taking into account the relative legal and financial exposures of and the relative benefits obtained by the first and further *insured* respectively.

In the event that no allocation is agreed prior to the incurring of *defence costs* the *insurer* shall nevertheless advance an amount in respect of *defence costs* that it considers to be fair and proper until a different allocation shall either be agreed or determined by the operation of the disputes resolution procedures applicable to this policy.

In the event that a determination as to the amount of *defence costs* to be advanced under the policy cannot be agreed to, then the *insurer* shall advance such *defence costs* which the *insurer* states to be fair and proper until a different amount shall be agreed upon or determined pursuant to the provisions of this policy and applicable law.

5.9 Subrogation

In the event of any payment under this policy, the *insurer* shall be subrogated to the extent of such payment to all the *insureds'* rights of recovery in respect of the payment, and the *insureds* 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*.

5.10 Other Insurance

Unless otherwise required by law, any insurance as is provided under this policy shall apply only as excess over any other valid and collectible insurance and indemnity agreements.

5.11 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 a *securities 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.

5.12 Assignment

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

5.13 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 Courts of India.

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5.14 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.

5.15 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.

5.16 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.

Nodal Officer

Please visit our website at 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. 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. 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.

Regd. Office: Peninsula Business Park, Tower A, 15th Floor, G. K. Marg, Lower Parel, Mumbai- 400013,
Maharashtra, India. IRDA Registration No.108
CIN NO:U85110MH2000PLC128425
PRODUCT UIN: IRDAN108P0001V01200506

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

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Jurisdiction territory	Office of the Ombudsman
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: bimalokpal.ahmedabad@gbic.co.in
State of Karnataka.	24th Main Road, Jeevan Soudha Bldg, JP Nagar, 1st Phase, Bengaluru – 560 025. Tel.: 080-22222049/22222048 Fax: 080 - Email: bimalokpal.bengaluru@gbic.co.in
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: bimalokpal.bhopal@gbic.co.in
State of Orissa.	62, Forest Park, BHUBANESHWAR-751 009. Tel.: - 0674-2596455/2596003 Fax : 0674-2596429 Email : bimalokpal.bhubaneswar@gbic.co.in
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 : bimalokpal.chandigarh@gbic.co.in
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 : bimalokpal.chennai@gbic.co.in
States of Delhi.	2/2 A, Universal Insurance Building, Asaf Ali Road, NEW DELHI-110 002. Tel.: 011-23234057/23232037 Fax : 011-23230858 Email : bimalokpal.delhi@gbic.co.in
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 : bimalokpal.guwahati@gbic.co.in
States of Andhra Pradesh, Telangana and Union Territory of Yanam and a part of the Union Territory of Pondicherry.	6-2-46, 1st Floor, Moin Court, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040-23376599 Email : bimalokpal.hyderabad@gbic.co.in
State of Rajasthan	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Road, Jaipur - 302 005. Tel.: 0141-2740363 Fax: 0141 -

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

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