

Corporate Guard – Venture Capital Protector Insurance

Corporate Guard – VC Protector

Notices

This is a claims made policy. The cover of this policy is generally limited to liability for claims that are first made against the insureds during the policy period and reported in writing to the insurer pursuant to the terms herein. Amounts incurred for legal defence shall reduce the *limit of liability* available to pay judgments or settlements, and shall be applied against the retention amount. The insurer does not assume any duty to defend. Please read this policy carefully and review its coverage with your insurance agent or broker. Terms appearing in italic face type have special meaning. See the Schedule and the Definitions Clause of the policy.

The content of this policy, including but not limited to the text and images herein, and their arrangement, is the copyright property of American International Group, Inc. (AIG). All rights reserved. AIG hereby authorizes you to copy and display the content herein, but only in connection with AIG business. Any copy you make must include this copyright notice. Limited quotations from the content are permitted if properly attributed to AIG; however, except as set forth above, you may not copy or display for redistribution to third parties any portion of the content of this policy without the prior written permission of AIG. No modifications of the content may be made. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark, copyright (except as expressly provided above), or other proprietary rights of AIG or of any third party.

Please read this policy carefully and review its cover with your insurance agent or broker.

CorporateGuard – VC Protector

CorporateGuard VC Protector

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

1. Insurance Cover

The following insurance covers are afforded solely for *claims* first made against an *insured* during the *policy period* or any applicable *discovery period* and reported to the *insurer* as required by this policy.

(i) (a) **Insured person liability:** This policy shall pay the *non-indemnifiable loss* of any *insured person* arising from a *claim* made against such *insured person* for any *wrongful act* of such *insured person*. This coverage 1(i)(a) shall not apply to *loss* arising from a *claim* made against an *outside entity executive*.

(b) **Indemnification of insured persons:** This policy shall pay the *indemnifiable loss* of a *company* arising from a *claim* made against an *insured person* (including an *outside entity executive*) for any *wrongful act* of such *insured person*.

(ii) **Outside entity executive liability:** This policy shall pay the *non-indemnifiable loss* of any *outside entity executive* arising from a *claim* made against such *outside entity executive* for any *wrongful act* of such *outside entity executive*, but only excess of: (i) any *indemnifiable loss* paid by an *outside entity* and (ii) any other collectible similar insurance issued to an *outside entity* for the benefit of its *executives*.

(iii) **Company liability:** This policy shall pay the *loss* of a *company* arising from a *claim* made against such *company* for any *wrongful act* of such *company*, including those from *professional services* or arising from *vicarious liability*.

2. Extensions

2.1 (i) Newly Formed or Acquired Entities

For entities formed or acquired after the inception of the *policy period*:

(a) **Subsidiaries:** *subsidiary* shall also include any *private entity* of which the *policyholder* first obtains *management control* during the *policy period*, whether directly or indirectly through one or more other *subsidiaries*, whose:

(1) assets total less than 25% of the consolidated assets of the *policyholder* and its *subsidiaries* at inception of this policy; or

(2) assets total 25% or more of the consolidated assets of the *policyholder* and its *subsidiaries* as of the inception date of this

policy, but such entity shall be a *subsidiary* only for a period of sixty (60) days from the date the *policyholder* first obtains *management control* of such entity or until the end of the *policy period*, whichever ends or occurs first (hereinafter *auto-subsidiary period*); and

provided that: (i) the *policyholder* or any other *insured* shall report the full particulars of each such *subsidiary* to the *insurer*, in writing, prior to the end of the *policy period*; (ii) the new entity is not and was not an *investment vehicle*, a *portfolio entity*, a *fund*, a general partnership or joint venture, and (iii) such entity is not incorporated, formed or providing *professional services* in the United States of America, or any state, territory or possession thereof.

The *insurer* shall extend cover for any *subsidiary* and any *insured person* of any *subsidiary* described in extension 2.(i)(a) above, beyond its respective *auto-subsidiary period* if during such *auto-subsidiary period*, the *policyholder* shall have provided the *insurer* with full particulars of the new *subsidiary*, and agreed to any additional premium and/or amendment of the provisions of this policy as may be required by the *insurer* relating to such *subsidiary*. Further, as a condition precedent to such extension, any additional premium required by the *insurer* must be paid when due.

(b) **Funds:** *fund* also means:

(1) any *private entity* that is an *investment vehicle*: (i) of which the *policyholder* first has *management control* during the *policy period*, either directly or indirectly through a *subsidiary*, a *general partner*, or another *fund*; and (ii) whose aggregate capital commitments total less than 25% of the total aggregate capital commitments of all partners, *security* holders and members of all *funds* combined as of the inception date of this policy, as long as the *policyholder* shall provide the *insurer* with full particulars of such new *fund* before the end of the *policy period*; and

(2) any *private entity* that is an *investment vehicle* (other than an entity described in the preceding subparagraph) of which a *company* first has *management control* during the *policy period*, either directly or indirectly through a *subsidiary*, *general partner* or another *fund*, if within sixty (60) days of the date of obtaining such control, the *policyholder* provides the *insurer* with full particulars of the new *investment vehicle*, and agrees to and pays when due any additional premium and/or amendment of the provisions of this policy as may be required by the *insurer* relating to such new *fund*.

(c) **Insured persons:** Coverage will automatically apply to all new *insured persons* following the inception date of this policy.

(ii) **Discovery period**

(a) For Policy: If the *insurer* declines to offer renewal terms at the end of the *policy period*, then (a) the *policyholder* shall have the

right, upon payment of an additional premium of 100% of the *full annual premium*, to a *discovery period* of 12 months following the effective date of non-renewal; and (b) the *insured* shall be entitled to a 30 day automatic *discovery period* (or a greater time frame, if required by applicable law) at no additional premium. If the *policyholder* purchases a *discovery period*, the automatic *discovery period* shall be part of and not in addition to the purchased *discovery period*. The *policyholder* shall not have a right to a *discovery period* if the *policyholder* renews or replaces this policy or its cover, or if this policy has been cancelled.

To purchase the *discovery period*, the *policyholder* must request its purchase in writing within 30 days of the termination date of the policy and must tender the additional premium within 60 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* does not have the right to purchase a *discovery period* as set out above. The *policyholder*, however, shall have the right within 30 days of the effective time of the *transaction* to request an offer from the *insurer* of a *discovery period* for up to 72 months. The *insurer* may offer such a *discovery period* with terms, conditions and premium as the *insurer* may decide.

(b) Retired *executives of companies*: If the *policyholder* does not renew or replace this policy (or its cover) with similar cover and a *discovery period* is not elected under extension 2.1(ii)(a) above, then, upon the election of: (a) any retired *executive* of a *company*, or (b) the *policyholder*, a *discovery period* of 12 months, effective on the date of such non-renewal, will be provided under this policy solely for *claims* against the *executives* of the *company* named in the notice of such election who retired after the *continuity date*, but before the date of the non-renewal of this policy. The *discovery period* for retired *executives* shall only be available for *claims* from *wrongful acts* occurring prior to the date of non-renewal. This extension is not available in the event of a *transaction* or any cancellation of this policy.

(iii) Heirs, estates and legal representatives

For any deceased, incompetent, insolvent or bankrupt *insured person*, any *claim* made against their estates, heirs, legal representatives or assigns for *wrongful acts* of that *insured person*, shall be treated as if such *claim* were made against that *insured person*.

(iv) Domestic partner liability

Any *claim* made against an *insured person's* spouse or domestic partner for *wrongful acts* of that *insured person*, shall be treated as if such *claim* were made against that *insured person*.

(v) **Assets and liberty costs: Damage to reputation**

The *insurer* will pay the *public relations expenses* of each *insured person*. The *insurer's* total aggregate liability for cover under this extension (v) shall not exceed 10% the *limit of liability*.

3. Definitions

3.1 **Advisory board member** means an individual serving on an advisory board or advisory committee of a *fund*, which advisory board or advisory committee was created pursuant to a limited partnership agreement or equivalent documents of such *fund*.

3.2 **Claim** means any:

(i) written demand, or civil, administrative, regulatory or arbitration proceeding seeking damages or non-monetary relief for a specified *wrongful act*;

(ii) a criminal proceeding for a specified *wrongful act*; or

(iii) with respect to *insured persons*, an *investigation claim*.

The term *claim* shall include any *securities claim*, *professional services claim* and *employment practices claim*.

3.3 **Cleanup costs** means expenses (including legal and professional fees) incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralising, detoxifying or assessing the effects of *pollutants*.

3.4 **Company** means: (i) the *policyholder*; (ii) each *subsidiary*; (iii) each *fund*; (iv) each entity *general partner* of a *fund* or *subsidiary*; and (v) in the event an insolvency or bankruptcy proceeding shall be instituted by or against the foregoing entities, the debtor, debtor's estate or debtor-in-possession (or equivalent), if any.

3.5 **Continuity date** means for each *insured*, the applicable date set forth in Item 5 of the schedule or an endorsement as such.

3.6 **Defence costs** means reasonable and necessary fees, costs and expenses incurred by or on behalf of an *insured* with the prior written consent of the *insurer* resulting solely from the investigation or defence of a *claim* against an *insured*, but excluding any overhead or compensation of any *insured*. *Defence costs* shall not include any fees, costs or expenses incurred prior to the time that a *claim* is first made against an *insured*.

3.7 **Discovery period** means the period of time specified in extension 2.1 (ii), during which written notice may be given to the *insurer* of any *claim* first made against the *insured* during such period of time, but solely for any *wrongful act* committed or allegedly committed prior to the end of the *policy period*.

3.8 **Employee** means any past, present or future *employee*. *Employee* does not mean an *executive* of a *company* or *outside entity*, a consultant, an outside lawyer, an outside accountant, a secondee or an agent of any *insured* or any *outside entity*, or any of their respective employees.

3.9 **Employment practices claim** means a *claim* against an *executive* of any *company* or any *outside entity executive* by an *employee* of, or an *executive* who is not a general partner or member of the Board of Directors or management board (or equivalent governing body or position) of, or an applicant for employment with any *company* or any *outside entity* alleging: (i) wrongful dismissal, discharge or termination, either actual or constructive, of employment; (ii) harassment (including but not limited to sexual harassment); (iii) discrimination; (iv) employment related: retaliation, misrepresentation, libel, slander, humiliation, defamation or invasion of privacy; (v) wrongful failure to employ or promote, (vi) wrongful deprivation of career opportunity or demotion, (vii) negligent employee evaluation; (viii) wrongful discipline; (ix) failure to grant tenure; or (x) with respect to any of the foregoing items (i) through (ix) of this definition: negligent hiring, retention, training or supervision, infliction of emotional distress, failure to provide or enforce adequate or consistent corporate policies and procedures, or violation of an individual's civil rights. *Employment practices claims* shall not mean any systemic human rights violations.

3.10 **Executive** means:

- (i) any past, present or future duly elected or appointed director, officer, trustee (other than a bankruptcy trustee) or governor of a corporation, management committee member of a joint venture, natural person *general partner* of a limited partnership or member of the management board of a limited liability company (or any equivalent official);
- (ii) any *employee* who serves as a member of an internal audit committee; or
- (iii) any past, present or future General Counsel or Risk Manager (or equivalent official) of the *policyholder*.

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

3.12 **Fund** means any: (1) *investment vehicle* that is a *private entity* of which a *company* has *management control* at the inception of the *policy period*, but only while such *management control* is or was maintained; (2) entity designated as a *fund* in an endorsement attached to this policy; and (3) other entity that qualifies as such pursuant to extension 2.1(i)(b) of this policy.

3.13 **General partner** means: (1) any person or entity designated as such in the partnership agreement or equivalent documents of a *company* that is formed as a limited partnership; or (2) any person or entity specifically listed as such in an endorsement attached to this policy.

3.14 **Indemnifiable loss** means *loss* for which any *company* has indemnified, or is permitted or required to indemnify an *insured person*. A *company* shall be deemed to be permitted to indemnify or advance so long as such indemnification or advancement is not prohibited under the laws of its jurisdiction of formation. The *company* agrees that it will provide such indemnification and advance *defence costs*, and if necessary, make in good faith any application for court approval to provide such indemnification.

3.15 **Insolvency** means the status of a *company* resulting from: (i) the appointment by any government official, entity, agency or court of a receiver, conservator, liquidator, trustee, administrator, rehabilitator or similar official to take control of, supervise, manage or liquidate a *company*; or (ii) a *company* becoming a debtor-in-possession or the equivalent pursuant to any applicable insolvency or bankruptcy laws.

3.16 **Insured** means any *insured person* or any *company*.

3.17 **Insured person** means any: (i) *executive* of a *company*; (ii) *employee* of a *company*; (iii) *outside entity executive*; or (iv) *advisory board member*;

3.18 **Insurer** means _____

3.19 **Investigation claim** means any formal or official investigation or inquiry into the affairs of a *company* or an *insured person* in his capacity as an *insured person* of such *company* by any government, governmental body, governmental or administrative agency, self-regulatory organisation or any other regulator under whose jurisdiction an *insured* is bound once an *insured person* (i) has been legally required to attend; or (ii) has been identified in writing as a person under investigation. An *investigation* shall be deemed first made when the *insured person* is first so required or so identified.

3.20 **Investment advisory services** means the rendering of:
(i) financial, economic, management or investment advice regarding investments in securities;
(ii) fund and investment management services; and
(ii) advice in connection with the management, operation, capital structure or financial administration of any *fund* or *outside entity*; in each case performed by or on behalf of any *company* to any *fund*, *outside entity* or other entity listed as a client by endorsement

attached to this policy, either pursuant to a written contract or as set forth in the proposal form.

3.21 **Investment vehicle** means any entity whose revenue primarily consists of return on investments.

3.22 **Loss** means:

- (i) monetary damages awarded pursuant to a final judgment or other adjudication entered against any *insured*;
 - (ii) monetary damages resulting from a settlement negotiated with the *insurer's* prior written consent;
 - (iii) legal costs and expenses awarded against the *insured*, but only in connection with covered damages; and
 - (iv) *defence costs*;
- that any *insured* is legally obligated to pay.

Loss does not include: (i) fines or penalties; (ii) non-compensatory damages, including punitive, exemplary or multiple damages; (iii) taxes; (iv) employment-related stock or share options; (v) severance payments; (vi) any amounts for which an *insured* is not legally liable or which are without recourse to an *insured*; (vii) aggravated damages; or (viii) matters which may be deemed uninsurable under the laws of Mauritius and India.

In the event of a *claim* alleging that the price or consideration paid or proposed to be paid for the acquisition or completion of the acquisition of all or substantially all of the ownership interests in or assets of any entity is inadequate, *loss* with respect to such *claim* shall not include any amount of any judgment or settlement representing the amount by which such price or consideration is effectively increased; provided, however, that this paragraph shall not apply to *defence costs*.

3.23 **Management control** means: (1) owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, the members of the management board of a limited liability company, or the *general partners* of a limited partnership; (2) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an entity, to elect, appoint or designate a majority of the Board of Directors of a corporation, the management board of a limited liability company, or the *general partners* of a limited partnership; or (3) being the sole *general partner* of an entity.

3.24 **Non-indemnifiable loss** means *loss* that is not *indemnifiable loss*.

3.25 **Outside entity means** any: (1) not-for-profit entity; (2) *portfolio entity*; or (3) other entity listed as an *outside entity* in an endorsement attached to this policy.

3.26 **Outside entity executive** means any: (1) *executive* of a *company* who is, was or will be acting at the specific request or direction of a *company* as (1) an *executive* of an *outside entity*; (2) an *executive* of a not-for-profit entity; (3) a board observer of an *outside entity*; or (4) other person listed as an *outside entity executive* in an endorsement attached to this policy.

3.27 **Policyholder** means the entity set forth as such in Item 1 of the schedule.

3.28 **Policy period** means the period of time from the inception date shown in Item 2 of the schedule to the earlier of the expiration date shown in such Item 2 or the effective date of cancellation of this policy.

3.29 **Pollutants** means, but is not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and *waste*. *Waste* includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

3.30 **Portfolio entity** means any: (1) *private entity*, not a *subsidiary* or *fund*, in which one or more *funds*: (a) have or had a debt or equity interest or (b) has performed or is performing due diligence in anticipation of making an investment of its capital; or (2) entity listed as a *portfolio entity* in an endorsement attached to this policy.

3.31 **Private entity** means any entity whose equity *securities* are not registered to trade and have not traded in a public market.

3.32 **Professional services** means: (1) *investment advisory services*; and (2) any other services performed by or on behalf of any *company* that have been listed as *professional services* in an endorsement attached to this policy or which are specifically enumerated in the proposal form.

3.33 **Professional services claim** means a *claim* made against an *insured* arising from *professional services*.

3.34 **Proposal** means each and every signed proposal form, the statements, warranties, and representations therein, its attachments, the financial statements of any *company* and all other material information submitted to the *insurer* in connection with this policy.

3.35 **Public relations expenses** means reasonable fees, costs and expenses of the public relations consultants retained by an *insured person* to mitigate the adverse effect on that *insured person's*

reputation from a *claim* first made during the *policy period* for any *wrongful act*, by disseminating findings made in a final judicial disposition of that *claim* which exonerates the *insured person* from fault, liability or culpability

3.36 **Securities claim** means a *claim* made against any *insured*:

- (i) alleging common law fraud or a violation of any statute, regulation or rule that regulates *securities*, which is brought by:
 - (a) any person or entity alleging, arising out of, based upon or attributable to any purchase or sale or offer or solicitation of an offer to purchase or sell any *securities* of an *outside entity* or a *company*; or
 - (b) a *security* holder or purchaser or seller of *securities* of an *outside entity* or a *company*, with respect to such *security* holder's, purchaser's or seller's interest in such *securities*; or
- (ii) derivatively by an equity *security* holder of an *outside entity* or *company* on its behalf.

Securities claim shall not mean any (a) administrative or regulatory proceeding against or investigation, examination or inquiry of any *company* or any *outside entity*, or (b) *claim* brought by any *executive* or *employee* of a *company* or any *outside entity* alleging, arising out of, based upon or attributable to the loss of, or failure to receive or obtain, the benefit of *securities* of any *company* or any *outside entity*.

3.37 **Security** means any stock, share, partnership interest, note, bond, debenture, or other evidence of debt or equity ownership of an entity, and shall include any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or purchase, voting trust certificate relating to, certificate of deposit for, or other interest in any of the foregoing.

3.38 **Subsidiary** means: (1) any for-profit *private entity* that is not formed as a *fund*, a general partnership, an *investment vehicle* or joint venture of which a *company* has *management control* on or before the inception of the *policy period*; (2) any entity that qualifies as a *subsidiary* under extension 2.1(i)(a); and (3) any other entity listed as a *subsidiary* in an endorsement attached to this policy.

3.39 **Transaction** means the earliest of any of the following events:

- (i) the *policyholder* consolidates, merges with, 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;
- (ii) any person or entity or group of persons or entities acting in concert shall acquire *management control* of the *policyholder*; or
- (iii) the insolvency, receivership, bankruptcy, liquidation or administration of the *policyholder*.

3.40 **Wrongful act** means:

(i) for any *claim* against an *insured person*, any:

(a) actual or alleged *wrongful act*, error or omission by an:

(1) *advisory board member*;

(2) *executive* of a *company*;

(3) *outside entity executive*;

(4) *insured person* serving as a *general partner* of any *fund* or *subsidiary*, or

(5) *employee* of a *company* in regard to any: (a) *securities claim*; (b) *professional services claim*; (c) *employment practices claim*; or (d) other activities which are the subject of any *claim* also made and continuously maintained against an *executive* of a *company*;

committed or omitted by the *insured person* in any of the foregoing capacities; or

(b) matter claimed against an *executive* of a *company*, *advisory board member*, natural person *general partner* or *outside entity executive* solely by reason of his or her status as such; or

(ii) for any *company*, any actual or alleged wrongful act, error or omission by such *company* committed or omitted in:

(a) its capacity as a *general partner* or member of the Board of Managers of any other *company* formed as a limited partnership or limited liability company, or any matter claimed against such *general partner* or board member solely by reason of its status as such;

(b) connection with any *securities claim*; or

(iii) for any *company*, any actual or alleged wrongful act, error or omission by or on behalf of such *company* committed or omitted in connection with a *professional services claim*.

3.41 **Vicarious liability** means vicarious liability of any *company* for damages from *wrongful acts* in connection with *professional services*.

4. Exclusions

The insurer shall not be liable to make any payment, under any insurance cover or extension:

4.1 arising out of, based upon or attributable to:

(i) the gaining of profit or advantage to which an *insured* is not legally entitled; or

(ii) any remuneration illegally paid to an *insured*, including, but not limited to, remuneration paid to an *insured* prior to obtaining required approval of the stockholders, shareholders, investors or members of a *company* or *outside entity*; or

(iii) the committing of any dishonest or fraudulent act in the event that any of the above is established by final adjudication of a judicial or or arbitral tribunal or and admission by the *insured*;

4.2 alleging, arising out of, based upon or attributable to:

- (i) the facts alleged, or to the same or related *wrongful acts* 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; or
- (ii) as of the *continuity date*, any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an *insured* had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation;

4.3 made against any *insured*, for:

- (i) any *wrongful act*, circumstance or event, or
- (ii) *vicarious liability*

occurring prior to the *continuity date* if, as of such *continuity date*, such *insured* knew or could have reasonably foreseen that such *wrongful act*, circumstance, event or *vicarious liability* could lead to a *claim* or loss;

4.4 alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an *insured person* serving in his or her capacity as an *executive* or an *employee* of any entity that is not a *company* or an *outside entity*, or made against any person by reason of his or her status as an *executive* or an *employee* of such other entity;

4.5 for bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof, or for emotional distress of any person; provided, however, this exclusion shall not apply to emotional distress asserted as part of an *employment practices claim*;

4.6 which is brought by, on behalf of or in the right of a *company* or any *insured person* other than an *employee* of a *company*, in any respect and whether or not collusive, or which is brought by any *security* holder or member of, or investor in a *company*, whether directly or derivatively, unless such *security* holder's, member's or investor's *claim* is instigated and continued totally independent of, and totally without the solicitation, assistance, intervention or active participation of any *executive* of a *company* or any *company*; provided, however, this exclusion shall not apply to:

- (i) any *claim* brought by an *insured person* in the form of a cross-claim or third-party claim for contribution or indemnity which is part of, and results directly from a *claim* that is covered by this policy;
- (ii) any *employment practices claim* brought by an *executive* of a *company*, that is not or was not a *general partner* or member of the

Board of Directors or management board (or equivalent governing body or position) of a *company*;

(iii) any *claim* brought by or on behalf of a *fund*, where prior to bringing such *claim*, independent legal counsel for such *fund* has stated in a written opinion certified to the *insurer* that a failure to bring or maintain such *claim* would be a breach of a fiduciary duty owed by any *insured* to such *fund* or investors in such *fund*;

(iv) any *claim* brought by or on behalf of a *company* in bankruptcy, by the examiner, trustee, receiver, liquidator or rehabilitator (or any assignee thereof) of such *company*, if any;

(v) any *claim* brought by any past *executive* of a *company* who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, natural person *general partner*, general counsel or risk manager (or equivalent position) of or consultant to a *company* for at least six (6) years prior to such *claim* being first made against any person; or

(vi) any *claim* brought by an *advisory board member* who is not an *executive*, in his or her capacity as a security holder of, member of or investor in a *company*, whether directly or derivatively, so long as such security holder's, member's, or investor's *claim* is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, any other *insured*;

4.7 arising out of an *insured person* serving as an *executive* of an *outside entity* which is brought by, on behalf of or in the right of the *outside entity* or any *executive* or controlling shareholder or equity owner thereof; or by any *security* holder of, member of or investor in the *outside entity*, whether directly or derivatively, unless such *security* holder's, member's or investor's *claim* is instigated and continued totally independent of, and totally without the solicitation, assistance, intervention or active participation of any *insured* or any *executive* of an *outside entity*; provided, however, this exclusion shall not apply to any:

(i) *claim* brought by an *outside entity executive* or other *executive* of an *outside entity* in the form of a cross-claim or third-party claim for contribution or indemnity which is part of and results directly from a *claim* that is covered by this policy;

claim brought by a *portfolio entity*, where such *claim* is instigated and continued totally independent of, and totally without the solicitation, assistance, intervention or active participation of any *insured*; or

(iii) *employment practices claim* brought by an *employee* of an *outside entity*, that is not or was not a member of the Board of Directors or management board (or equivalent governing body or position) of an *outside entity*;

4.8 alleging, arising out of, based upon or attributable to, directly or indirectly: (i) the actual, alleged or threatened discharge, dispersal,

release or escape of *pollutants*, nuclear material or radiation; or (ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise *pollutants*, nuclear material or nuclear *waste*; provided, however, that this exclusion shall not apply to *securities claims* other than those relating to *cleanup costs*;

4.9 for violation(s) of any of the responsibilities, obligations or duties imposed by any law (common or statutory), rules or statutes protecting or regulating: (i) any employee pension plans, employee welfare plans, employee retirement savings plans, employee profit sharing or employee benefits programme or other retirement benefits (solely with respect to any plan of which a *company* or a *portfolio entity* is the plan sponsor); (ii) overtime pay or compensation; (iii) improper payroll deductions; (iv) minimum wage or compensation; (v) notification of plant or factory closing; (vi) worker's compensation; (vii) disability benefits; (viii) redundancy or unemployment benefits or compensation; (ix) unemployment insurance; (x) social security benefits; or (xi) any similar law or obligation whatsoever;

4.10 alleging, arising out of, based upon or attributable to any breach of any contract or agreement, or liability or obligation assumed thereunder; provided, however, that this exclusion does not apply to (1) any liability or obligation that an *insured* would have in the absence of such contract or agreement; or (2) any *claim* arising from *professional services* provided to an *outside entity* pursuant to a written contract;

4.11 in connection with *professional services*, alleging, arising out of, based upon or attributable to any: (i) actual or alleged representation, guarantee or warranty provided by or on behalf of an *insured*, (ii) liquidated damages, or (iii) the bankruptcy, insolvency, administration, receivership or liquidation of: any *policyholder* or *subsidiary*, any broker or dealer in securities or commodities, any buyer, seller or underwriter of securities or commodities, any financial organisation or any provider of services to the *policyholder* or *subsidiaries*;

4.12 arising out of, based upon or attributable to electrical, software or mechanical failures, defects or disturbances, including any electrical power, communication or other utility interruption, surge, brownout or blackout, wear and tear or electromagnetic radiation;

4.13 for the return or reimbursement of fees, commissions, or other compensation or that portion of any settlement or award in an amount equal to such fees, commissions, or other compensation, or the cost of correcting or re-performing or completing any *professional services*; provided, however, that this exclusion shall not apply to *defence costs*;

4.14 alleging, arising out of, based upon or attributable to any *insured's* activities as an Underwriter, Broker or Dealer as those terms are defined respectively in Section 2(11) of the Securities Act of 1933 (as amended) and Sections 3(a)(4) and 3(a)(5) of the Securities Exchange Act of 1934 (as amended); or

5. General Provisions

5.1 Severable nature of the policy

With respect to the contents of the *submission* and for the purposes of the application of exclusion 4.1, no statements made, nor any information or knowledge possessed by any *insured person*, nor any acts errors or omissions of any *insured person*, shall be imputed to any other *insured person*.

5.2 Claims made and reported

The insurance covers under this policy are afforded solely with respect to *claims* first made against an *insured* during the *policy period* or an applicable *discovery period* and upon the condition precedent that such *claims* have been reported to the *insurer* as soon as practicable, but in all events no later than either:

- (i) during the *policy period* or *discovery period*; or
- (ii) within 30 days after the end of the *policy period* or the *discovery period*, as long as such *claim* was first made against an *insured* within the final 30 days of the *policy period* or *discovery period*, if applicable.

5.3 Claims notification

All notifications relating to *claims* or circumstances must be in writing to:

5.4 Related claim, single claim

Any *claim* made after expiry of the *policy period* (or applicable *discovery period*) which alleges, arises out of, is based upon or attributable to any fact alleged in, or *wrongful act* which is pertinent to:

- (i) a *claim* first made during the *policy period* (or applicable *discovery period*) or
- (ii) a circumstance reasonably expected to give rise to a *claim*,

which was reported to the *insurer* as required by this policy, will be accepted by the *insurer* as having been made at the same time as the notified *claim* was made or the circumstance was reported, and reported at the same time as the notified *claim* or circumstance.

Also, any *claim* or series of *claims* arising out of, based upon or attributable to continuous, repeated or related *wrongful acts* shall be considered a single *claim*.

5.5 Defence and settlement of claims

All *insureds* must, at their own cost, render all reasonable assistance to and cooperate with the *insurer*. In the event of any *claim*, each *insured* shall take reasonable steps to mitigate loss.

Except as otherwise provided in this clause, the *insured* shall have the right and duty to defend and contest any *claim* made against them. The *insurer* shall be entitled to participate fully in the defence and in the negotiation of any settlement that involves or appears reasonably likely to involve the *insurer*.

The *insurer* will accept as reasonable and necessary the retention of separate legal representation to the extent required by a material conflict of interest between any *insureds*.

If a *claim* is made against an *insured person* by the *company*, the *insurer* shall have no duty or obligation to communicate with any other *insured person* or the *company* in relation to that *claim*.

With respect to any *claim* other than a *US claim* which is brought against an *insured person* by or on behalf of any:

(i) *company*; or

(ii) *outside entity* in which such *insured person* serves or served as an *outside entity director*

the *insurer* shall have the right and duty to defend and contest any such *claim* made against any *insured person*. In the event that the *insurer* decides that representation by a solicitor is necessary, then the *insured person* shall select one of the *legal panel* firms to provide such legal representation.

5.6 Payment of defence costs

The *insurer* shall pay *defence costs* covered by this policy promptly after sufficiently detailed invoices for those costs are received by the *insurer*. The *policyholder* shall reimburse the *insurer* for any payments which are ultimately determined not to be covered by this policy.

5.7 Consent

The *insured* shall not admit or assume any liability, enter into any settlement agreement, or consent to any judgment without the prior written consent of the *insurer*. Only judgments resulting from *claims* defended in accordance with this policy shall be recoverable as a loss under this policy. If any *insured* shall compromise or settle any *claim* or potential *claim* without the *insurer's* prior written consent, in a manner that limits or precludes recovery or recourse against such *insured* or assets of or in the possession of such *insured*, and

expressly or effectively preserves for or provides to a claimant or potential claimant recourse against this policy or the *insurer*, this policy shall afford no cover in connection with that *claim* or potential *claim*

5.8 Allocation

The *insurer* shall be liable only for *defence costs* or other loss derived exclusively from a covered *claim* against an *insured person*. The *insurer* has no obligation under this policy for *defence costs* incurred by, judgments against or settlements by a *company* arising out of a *claim* made against a *company*, nor any obligation to pay loss arising out of any legal liability that a *company* has to a claimant.

Accordingly, with respect to: (i) *defence costs* jointly incurred by; (ii) any joint settlement entered into by; and/or (iii) any judgment of joint and several liability against any *company* and any *insured person* in connection with any *claim*, any such *company* and any such *insured person* and the *insurer* agree to use their best efforts to determine a fair and proper allocation of the amounts as between any such *company*, any such *insured* and the *insurer*, taking into account the relative legal and financial exposures, and the relative benefits obtained by any such *insured person* and any such *company*.

In the event that any *claim* involves both covered matters and matters or persons not covered under this policy, a fair and proper allocation of any *defence costs*, judgments and/or settlements shall be made between the *company*, the *insured persons* and the *insurer* taking into account the relative legal and financial exposures attributable to covered matters and matters or people not covered under this policy.

5.9 Disputes between *insurer* and *insureds*

Except as otherwise provided under general provision 5.5, in the event that a determination as to the amount of *defence costs* to be advanced to any *insured* under this policy cannot be agreed to, then any obligation of the *insurer* to advance *defence costs* shall not exceed the amount which the *insurer* determines 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.

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).

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.

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.

The place of arbitration shall be 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.

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.

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.

5.10 **Retention**

For each *claim*, the *insurer* shall only be liable for the amount of loss arising from a *claim* which is in excess of the applicable *retention* amounts stated in Items 4(a), 4(b), 4(c), 4(d), 4(e) and 4(f) of the schedule. Such *retention* amounts must, with regard to all *indemnifiable loss*, be borne by a *company* and/or an *insured person* and, except as provided below with respect to *outside entity executive loss*, remain uninsured. extensions are subject to the *retention*. The *retention* amount specified in Item:

- (i) 4(a) applies to *loss* arising out of any *securities claim* made or based on *wrongful acts* committed in or made in the United States of America;
- (ii) 4(b) applies to *loss* arising out of any *securities claim* to which *retention* 4(a) does not apply.
- (iii) 4(c) applies to *loss* arising out of any *claim* against an *outside entity executive*;
- (iv) 4(d) applies to *loss* that arises out of any *employment practices claim* made or based on *wrongful acts* committed in the United States of America;

(v) 4(e) applies to *loss* that arises out of any *professional services claim*; and

(vi) 4(f) applies to *loss* that arises out of any *claim* to which none of 4(a) through 4(e) apply.

A single *retention* amount shall apply to *loss* arising from all *claims* alleging the same *wrongful act* or related *wrongful acts*.

In the event a *claim* triggers more than one of the *retention* amounts stated in Items 4(a), 4(b), 4(c), 4(d), 4(e) and 4(f) of the schedule, then, as to that *claim*, the highest of such *retention* amounts shall be deemed the *retention* amount applicable to *loss* (to which a *retention* is applicable pursuant to the terms of this policy) arising from such *claim*.

With regard to all *non-indemnifiable loss*, the *retention* shall not apply except for the *insurer's* right to recover *defence costs* advanced within the *retention* from the *company* pursuant to Clause 5.11, Subrogation of this policy.

5.11 Subrogation

The *insurer* shall be subrogated to all *insureds'* rights of recovery, contribution and indemnity before or after any payment under this policy. The *insured persons* and *companies* shall do nothing to prejudice such rights. It shall be a condition to the obligations of the *insurer* that *insured persons* and *companies* will, at their own cost: (i) give the *insurer* full details of a reported circumstance or *claim* as soon as possible together with all relevant documents; and (ii) assist and cooperate with the *insurer* in the investigation, defence, settlement or appeal of a *claim* or reported circumstance. The *insurer* shall not exercise its rights of subrogation against an *insured person* in connection with a *claim* unless the *insurer* can establish that exclusion 4.1 applies to that *claim* and that *insured person*.

5.12 Other insurance and indemnification

Unless otherwise required by law, cover under this policy is provided only as excess over any other applicable liability insurance, self-insurance programme, or other valid and collectible insurance, unless such other insurance is written only as specific excess insurance over the *limit of liability* provided by this policy. This policy shall not cover *defence costs* of any *claim* where another insurance policy imposes upon another insurer a duty to defend such *claim*. Cover for *employment practices claims* is provided as specifically excess of any employment practices liability insurance policy or policies.

In the event of a *claim* against an *insured person* arising out of his or her service as an *outside entity executive*, unless otherwise required by law, cover as is afforded by this policy shall be specifically excess of: (i) indemnification provided by any *outside entity*; (ii) any insurance provided to such *outside entity* in

connection with its *executives'* liability, and (iii) the applicable *retention*.

Further, if such other insurance is provided by the *insurer* or any member company or affiliate 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 sub-limit of liability or failure to submit a notice of a *claim* as required), then the *limit of liability* and, if applicable, the Investigation Claim Sublimit of this policy shall be reduced by the applicable limit of liability of the other AIG insurance policy.

5.13 Policy purchase and administration

(i) Notice and authority

It is agreed that the *policyholder* shall act on behalf of each and every *insured* with respect to: (1) negotiating the terms and conditions of and binding cover; (2) exercising any and all rights of *insureds* under this policy; (3) all notices; (4) premiums; (5) endorsements to this policy; (6) *discovery period* rights; (7) the appointment of solicitors or attorneys to defend a *claim*; (8) dispute resolution; and (9) the receipt of all amounts payable to an *insured* by the *insurer* under this policy; provided, however, that the foregoing shall not apply to an *insured person's* right to recover *non-indemnifiable loss* under Insurance Cover 1 (i) (a) of this policy.

(ii) Severable nature of the policy

With respect to the contents of the *submission* and for the purposes of the application of exclusion 4.1, no statements made, nor any information or knowledge possessed by any *insured person*, nor any acts errors or omissions of any *insured person*, shall be imputed to any other *insured person*.

(iii) Changes in status

Insureds: Cover under this policy with respect to a *claim* made against any *company* or any *insured person* only applies to *wrongful acts* committed or allegedly committed after the effective time that such *company* became a *company* or such *insured person* became an *insured person*, and prior to the effective time that such *company* ceases to be a *company* or such *insured person* ceases to be an *insured person*. A *company* ceases to be a *company* when the *policyholder* no longer maintains *management control* of such entity either directly or indirectly through one or more of the *policyholder's subsidiaries*

Portfolio Entities: Coverage as is afforded under this policy with respect to any: (1) *professional services claim* in connection with *professional services* provided to a *portfolio entity*; (2) *claim* against an *outside entity executive* of a *portfolio entity*; or (3) any *securities claim* involving securities representing equity in or debt of a *portfolio entity*, shall only apply for *wrongful acts* committed or allegedly

committed prior to the effective time that such *portfolio entity* ceases to be a *portfolio entity*. An entity ceases to be a *portfolio entity* when a Fund no longer maintains a debt or equity interest in such entity.

(iv) **Changes in risk during the *policy period*/Bankruptcy**

(a) **Transactions:** Cover for any *claim* shall apply only for *wrongful acts* committed while the *insured person* serves in an *insured person* capacity. The *insurer* shall not be liable to make any payment or to provide any services in connection with any *claim* arising out of, based upon or attributable to a *wrongful act* committed after the occurrence of a *transaction*.

(b) **Going Public/Listing/Listing Status Changes:** If during the *policy period*, a *company* or any *outside entity* begins or pursues: (i) any public offering of its *securities* in any jurisdiction, whether its *securities* are already traded or not; (ii) the new listing of its *securities* on any exchange; or (iii) modifying the listing status or level of any of its *securities*, including, but not limited to, changing from a 144A (or equivalent) offering to a Depository Receipt (DR) or direct listing; or increase any level DR to a higher level DR or a direct listing, then:

(1) the *policyholder* or its designee shall, as soon as the information is publicly available, but not less than 30 days prior to the effective time of such public offering, listing or listing modification, provide to the *insurer* written notice of such public offering, listing or listing level modification, together with full particulars and any requested underwriting information, including, but not limited to: any descriptive documents filed with any government, self-regulatory organisation or other regulatory body that regulates, in part or in whole, the purchase or sale or offer to purchase or sell such securities (including, but not limited to, the U.S. Securities and Exchange Commission), and a listing of the exchanges upon which the *company's* or *outside entity's securities* are to be traded or do trade; and

(2) the *insurer* shall be entitled to amend the terms and conditions of this policy midterm or on renewal, and charge additional premium to reflect the increase in exposure.

Further, coverage as shall be afforded to any *insured* under this policy for: (a) any *company* that takes any action set forth in Clauses (i), (ii), or (iii) above, or (b) in respect of any such action by an *outside entity*, is conditioned upon compliance with this Clause, including, but not limited to the *policyholder* paying when due any additional premium required by the *insurer* relating to such change. Otherwise, this policy does not provide cover in connection with *claims* alleging, arising out of, based upon or attributable to any public offering of *securities* by a *company*, an *outside entity* or an affiliate of the foregoing, or a purchase or sale of such *securities* subsequent to such public offering.

(c) Bankruptcy or insolvency of any *company* or any *insured persons* shall not relieve the *insurer* of any of its obligations hereunder.

5.14 Notice and authority

The *policyholder* shall act on behalf of all *insureds* in connection with all matters relevant to this policy.

5.15 Assignment

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

5.16 Cancellation

This policy may be cancelled by the *insurer* for non-payment of premium.

5.17 Scope, 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 and in accordance with the English text as it appears in this policy. Except as may otherwise provided herein, the parties will submit to the exclusive jurisdiction of the courts of India.

5.18 Policy interpretation

Any interpretation of this policy or issue relating to its construction, validity or operation shall be determined by the laws India. No amendment to this policy will be effective unless it is written. Except as otherwise provided herein, the parties will submit to the exclusive jurisdiction of the courts of India.

This policy, its schedule and any endorsements are one contract in which, unless the context otherwise requires:

- (i) headings are descriptive only, not an aid to interpretation;
- (ii) singular includes the plural, and vice versa;
- (iii) the male includes the female and neuter;
- (iv) all references to specific legislation include amendments to and re-enactments of such legislation and similar legislation in any jurisdiction in which a claim is made; and
- (v) references to positions, offices or titles shall include their equivalents in any jurisdiction in which a *claim* is made.

5.19 Complaints

Every effort is made to ensure you receive a high standard of service. If you are not satisfied with the service you have received, you should contact:-

To help us to deal with your comments quickly, please quote your Policy/*claim* Number and *policyholder/insured* Name

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 (toll free) or **you** may email to the customer service desk at customersupport@tataaig.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@tataaig.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@tataaig.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.

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa

CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh

GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka- Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Mirzapur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi,

	Email: bimalokpal.lucknow@cioins.co.in	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
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	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, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

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

Disclaimer: INSURANCE ACT 1938 Section 41 Prohibition of Rebates

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.

2. ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHED WITH A FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

"Insurance is the subject matter of the solicitation". For more details on benefits, exclusions, limitations, terms & conditions, please refer sales brochure/ Policy wordings carefully, before concluding a sale.

"Commencement of risk cover under the Policy is subject to receipt of payable premium by Tata AIG General Insurance Company Limited".