

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

CUSTOMER INFORMATION SHEET / KNOW YOUR POLICY

Policy No: << >>

This document provides only key information about your policy. Please refer to the policy document for detail terms and conditions.

SI No	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
1	Product Name	Directors & Officers Insurance Policy- Retail	Not applicable
2	Unique Identification Number allotted by IRDAI	IRDAN134RP0249V01202223	Not applicable
3	Structure	<p>Policy</p> <ul style="list-style-type: none"> • Indemnity <p>Optional Covers</p> <ol style="list-style-type: none"> 1. Additional Excess Protection for Insured Persons 2. Automatic Reinstatement Extension 3. Regulatory Crisis Costs 4. New Offering of Securities 5. Wallersteiner Endorsement 6. Management Buy Out Endorsement 7. Major Shareholder Exclusion (Amended) 8. SEC Exclusion 9. Pollution Defence Costs 10. Interpretive Counsel 11. Counselling Services Extension 12. Civil Fines and Penalties Amended (including UK Bribery & US FCPA) 13. Breach of Professional Duty Amended (derivative actions carveback) 14. Self-Report 15. Kidnap Response Costs 16. Personal Liability for Corporate taxes 17. Run-Off In Case Purchased From Acquisition Date 18. Run-Off In Case Purchased From End Of Policy Period 19. Amended Definition Of Loss To Include Civil Fines And Penalties, Wherever Insurable By Law 20. Control Group Clause 21. Amended Definition Of Director (Societies) 22. Endorsement- Brexit 	<p>Not applicable</p> <p>Optional Covers</p>

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>23. Amended Definition Of Director (XXXXXXXXXXXXX)</p> <p>24. Coinsurance Clause</p> <p>25. Specific Matter Endorsement</p> <p>Note: All the above covers are offered under this product. However, the cover offerings may differ and shall be applicable as opted under the policy</p>	
4	Interests Insured	<p>Directors and officers (D&O) liability insurance Policies are intended to protect individuals from personal losses if they are sued as a result of serving as a director or an officer of a business or other type of organization. The Policy will also cover the legal fees and other costs the organization may incur as a result of such a suit.</p> <p>Directors and officers need to steer their Organization towards the goals of Good Corporate Governance & Citizenship, Transparency, Employee friendly HR / Health & Safety Practices, as well as upholding the fiduciary duty owed to stakeholders, such as shareholders and beneficiaries.</p>	Not applicable
5	Sum Insured	Sum Insured - << As opted >>	Section 6: General Conditions 6.1 Limit of Liability
6	Policy Coverage	<p>Section 1: Insuring Clauses</p> <p>1.1 Insured Person's Cover The insurer shall pay on behalf of the insured persons any loss resulting from a claim first made against the insured persons and reported to the Insurer during the policy period, for a wrongful act, except for loss which the company has paid on behalf of the insured persons as indemnification</p> <p>1.2 Company Reimbursement Cover The insurer shall reimburse the company any loss which the company is required or permitted to pay as indemnification to any of the insured persons resulting from a claim first made against the insured persons and reported to the Insurer during the policy period, for a wrongful act.</p> <p>1.3 Securities Entity Cover The insurer shall pay the loss of the company resulting from any claim first made against the company and reported to the Insurer during the</p>	Section I: Insuring Clauses

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

	<p>policy period, alleging a company wrongful act.</p> <p>1.4 Employment Practice Liability Entity Cover The insurer shall pay the loss of the company resulting from any claim first made against the company and reported to the Insurer during the policy period alleging an employment practice wrongful act.</p> <p>1.5 Outside Directorship Cover The insurer shall reimburse or pay on behalf of any outside director, or the company in the event it indemnifies such outside director, loss resulting from a claim first made against them and reported to the insurer during the policy period, for a wrongful act or employment practices wrongful act, in their capacity as an outside director.</p> <p>Section 2: Automatic Extensions The automatic extensions are subject to the Insuring Clauses and all other terms and conditions of this policy.</p> <p>2.1 Additional Excess Protection for Non-Executive Directors In addition to the cover provided under this policy to non-executive directors as insured persons, in the event that: (a) the limit of liability of this policy; (b) all other applicable directors and officers or management liability insurance, whether or not specifically written as excess over the limit of liability of this policy; and (c) all other sources of indemnification for loss available to any non-executive director; have been exhausted, the insurer shall pay the loss of non-executive directors arising out of a claim first made against them and reported to the insurer during the policy period, for a wrongful act.</p> <p>The total amount the insurer agrees to pay under this extension for each non-executive director shall not exceed the amount stated in Item 5 of the schedule to this policy, and this shall be further subject to the aggregate listed therein for all non-executive directors during the policy period.</p> <p>2.2. Advance Payment of Defence Costs The insurer agrees that, where it is not yet</p>	<p>Section II: Automatic Extensions</p>
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>determined whether an insured is entitled to the cover set out in this policy, the insurer will still advance defence costs on behalf of that insured within 30 days of being invoiced for them by defence counsel.</p> <p>Such defence costs advanced on behalf of an insured who is not entitled to the cover set out in this policy, must be repaid to the insurer.</p> <p>2.3. Bail Bond and Civil Bond Expenses The insurer shall pay the reasonable fees, costs and expenses necessarily incurred by an insured person with the prior written consent of the insurer in connection with any bail bond and civil bond expenses first incurred during the policy period</p> <p>The total amount the insurer agrees to pay under this extension for all civil and bail bond expenses payable on behalf of all insureds, shall not exceed the sub-limit stated under Item 4 of the schedule to this policy.</p> <p>2.4. Civil Fines and Penalties The insurer shall pay any civil fines and penalties resulting from a claim first made against the insured persons and reported to the insurer during the policy period, for a wrongful act, unless uninsurable as a matter of applicable law.</p> <p>The total amount the insurer agrees to pay under this extension for all civil fines and penalties payable on behalf of all insureds, shall not exceed the sub-limit stated under Item 4 of the schedule to this policy.</p> <p>2.5. Crisis Consultant Costs The insurer shall pay crisis consultant costs, necessarily incurred by the insured persons with the prior written consent of the insurer, in order to contain or limit potentially adverse effects including negative publicity following a crisis event, resulting from a claim first made against them and reported to the insurer during the policy period, or from circumstances which could reasonably give rise to a claim.</p> <p>This extension of cover shall apply regardless of whether a claim is ever made against an insured person arising from such crisis event and, in the</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

	<p>case where such a claim is made, regardless of whether the amount is incurred prior to or subsequent to the making of the claim.</p> <p>The total amount the insurer agrees to pay under this extension for all insured persons, shall not exceed the sub-limit stated under Item 4 of the schedule to this policy.</p> <p>2.6. Continuous Cover Where any insured:</p> <ul style="list-style-type: none"> i. first knew, or ought reasonably to have known, on or after the continuity date ii. of any claim or circumstance that could give rise to a claim; and iii. did not give notice of that claim or circumstance under any previous insurance providing directors' and officers' liability cover on or after the continuity date as shown on the Schedule; and iv. gives notice of that claim or circumstance to the insurer during the policy period. <p>The insurer agrees not to apply Exclusions 4.1a) and 4.1b) provided that:</p> <ul style="list-style-type: none"> i. the insured's failure to give earlier notice of such claim or circumstance cannot in the insurer's view, be explained by fraud; and ii. Insurers in their absolute discretion, may apply to such claim or circumstance, any of the terms and conditions of the insurance providing directors' and officers' liability cover in existence when the insured first knew, or ought reasonably to have known, of it, or the terms and conditions of this policy; and iii. the insured has maintained, without interruption, a directors and officers liability insurance policy issued by the insurer <p>For the Purposes of this extension, continuity date means the date stated in Item 8 of the schedule.</p> <p>2.7. Deprivation of Assets Whether or not there has been a claim, the insurer shall pay such expenses, necessarily incurred by an insured person towards deprivation of assets expenses.</p> <p>Such expenses will only be payable provided that a personal allowance has been directed by the court to meet such payments and such personal allowance has been exhausted. Such expenses will be payable for a maximum of up to 12 months.</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>The total amount the insurer agrees to pay under this extension for all claims payable on behalf of all insured persons shall not exceed the sub-limit stated under Item 4 of the schedule to this policy</p> <p>2.8. Discovery Period a) If this policy is not renewed or replaced, and if the total premium for this policy has been paid in full, the insured will be entitled: i. to an automatic discovery period of 90 days; and ii. to purchase an optional discovery period for a longer period as specified in Item 10 of the Schedule, provided that written notice is provided to the insurer by the company within 15 days after the end of the policy period and any additional premium specified by the insurer is paid within 15 days of the end of the policy period. The automatic discovery period shall be part of and not in addition to any optional discovery period purchased by the insured. b) The discovery period is non-cancellable and the premium for the optional discovery period is deemed fully earned at the inception date of the optional discovery period. c) The purchase of the optional discovery period will not in any way increase the limit of liability, and any payments made with respect to claims first made during the discovery period shall be part of and not in addition to the limit of liability for all claims made during the policy period. d) No discovery period shall apply in the event that a change of control takes place during the policy period.</p> <p>2.9. Emergency Defence Costs If the insurer's written consent cannot be obtained within a reasonable time before defence costs are incurred with respect to any claim first made against an insured and reported to the insurer during the policy period for a wrongful act or an employment practices wrongful act, then the insurer shall provide retrospective approval for such reasonably incurred costs up to, in the aggregate, the limit shown in Item 4 of the schedule, provided that the insurer is notified by the insured of such costs as soon as is reasonably practicable, and before the expiration of 15 days from when such costs were first incurred</p> <p>2.10. Extradition Costs The insurer shall pay the reasonable fees, costs</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>and expenses necessarily incurred by an insured person with the prior written consent of the insurer in connection with an extradition proceeding first commenced against them during the policy period</p> <p>The total amount the insurer agrees to pay under this extension for all extradition costs payable on behalf of all insureds, shall not exceed the sub-limit stated under Item 4 of the schedule to this policy.</p> <p>2.11. Former Subsidiary Cover If, during the policy period any entity ceases to be a subsidiary, the coverage provided under this policy shall continue to apply to the insured persons who, because of their service with such subsidiary, were covered under this policy, but only with respect to acts or conduct that occurred or allegedly occurred prior to the time such subsidiary ceased to be a subsidiary.</p> <p>2.12. Health and Safety Defence Costs The insurer shall pay the defence costs of any insured person with respect to any claim first made against them and reported to the insurer during the policy period, alleging a breach of any occupational or workplace health and safety legislation, including any legislation relating to involuntary manslaughter or corporate manslaughter.</p> <p>2.13. Heirs, Estates, Spouses and Legal Representatives In the event of the death, incapacity or bankruptcy of an insured person, any claim first made during the policy period, and reported to the insurer against the estate, heirs, legal representatives or assigns of such individual for a wrongful act or employment practices wrongful act of such individual, will be deemed to be a claim made against such insured person.</p> <p>Coverage shall also extend to the lawful spouse of any insured person but only to the extent the spouse is a party to any claim solely in their capacity as a spouse of such insured person and only for the purposes of any claim seeking damages recoverable from, or in respect of, property jointly held by any such insured person and the spouse, or property transferred from any such insured person to the spouse.</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

	<p>2.14. Investigation Costs Whether or not there has been a claim, the insurer shall pay the reasonable fees, costs and expenses, necessarily incurred, with its prior written consent, relating to the legal representation of any insured person at any investigation,</p> <p>The total amount the insurer agrees to pay under this extension for all investigation costs payable on behalf of all insureds, shall not exceed the sub-limit stated under Item 4 of the schedule to this policy.</p> <p>2.15. New Subsidiary Cover If during the policy period, the company acquires a subsidiary, or acquires any entity by merger, consolidation or otherwise, coverage shall be provided with respect to such new subsidiary or entity for any loss resulting from a claim involving acts or conduct committed after the completion of such acquisition provided that such newly acquired entity or subsidiary:</p> <p>a) has total gross assets outside of the United States of America or Canada or their territories or possessions which are less than 25% (twenty five percent) of the total gross assets of the Company;</p> <p>b) is incorporated outside of the United States of America or Canada or their territories or possessions; and</p> <p>c) does not undertake activities which attract one or more of the provisions of the Securities Act of 1933 (USA), the Securities Exchange Act of 1934 (USA), any rules or regulations of the Securities and Exchange Commission (USA), or any federal, country, state, or territory rules or regulations or local or provisional statute in the United States of America or any of its territories or possessions relating to securities, or the equivalent in Canada and any of its territories or possessions.</p> <p>With respect to the acquisition, merger, consolidation or otherwise of any entity, or subsidiary as described in clauses (a) to (c) above, there will be no coverage available under this policy in connection with such entity, subsidiary, or any act or conduct allegedly committed at any time during which such entity or subsidiary is not an insured.</p> <p>2.16. Pollution Defence Costs Where a claim made against an insured person arises from a wrongful act or employment practices</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>wrongful act actually or allegedly committed in connection with the discharge, dispersal, release or escape of pollutants, exclusion 4.7 shall not apply to:</p> <ul style="list-style-type: none"> a) defence costs; or b) loss, but only where the claim is a derivative action brought in the name of the company by someone who is not an insured person. <p>The total amount the insurer agrees to pay under this extension shall not exceed the sub-limit stated under Item 4 of the schedule to this policy</p> <p>2.17. Prosecution Costs Whether or not there has been a claim, the insurer shall pay the reasonable legal and other professional fees, costs and expenses, necessarily incurred by an insured person with the prior written consent of the insurer to bring legal proceedings to obtain the discharge or revocation of:</p> <ul style="list-style-type: none"> a) an order disqualifying such insured person from holding office as a company director or officer; or b) an interim or interlocutory order: <ul style="list-style-type: none"> i. confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of such insured person; or ii. imposing a charge over real property or personal assets of such insured person; or iii. imposing a restriction of the insured person's liberty; or iv. for the deportation of an insured person following revocation of an otherwise proper, current and valid immigration status for any reason other than the insured person's finally adjudicated conviction for a crime. <p>In each case above, cover will only be available under this extension for such legal proceedings commenced during the policy period.</p> <p>The total amount the insurer agrees to pay under this extension shall not exceed the sub-limit stated under Item 4 of the schedule to this policy.</p> <p>2.18. Public Relations Expenses The insurer shall pay the reasonable fees, costs and expenses necessarily incurred by an insured person with the prior written consent of the insurer in connection with any public relations expenses first commenced against them during the policy period</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>The total amount the insurer agrees to pay under this extension for all public relations expenses payable on behalf of all insureds, shall not exceed the sub-limit stated under Item 4 of the schedule to this policy.</p> <p>2.19. Retired Directors and Officers If this policy is not renewed or replaced, and if the total premium for this policy has been paid in full, the insurer shall provide an unlimited discovery period for any insured person who retires before:</p> <ul style="list-style-type: none"> a) a transaction; or b) the insolvency, liquidation, receivership, judicial management, bankruptcy or administration of the insured; or c) the end of the policy period but only in relation to a claim first made against them which alleges they committed a wrongful act before they retired. d) The cover under this extension will be automatically withdrawn if: <ul style="list-style-type: none"> (i) this policy is renewed, cancelled or replaced with similar cover; or (ii) a discovery period is purchased by the insured under clause 2.8 a) ii. 	
7	Add-on Cover	<p>The product also offers the choice of few optional covers as below</p> <p>Optional Covers:</p> <p>1. Additional Excess Protection for Insured Persons in consideration of the payment of additional premium as shown herein, Automatic Extension 2.1 of the Policy is deleted in its entirety and replaced as follows:</p> <p>In addition to the cover provided under this policy to insured persons, in the event that:</p> <ul style="list-style-type: none"> a) the limit of liability of this policy; b) all other applicable directors and officers or management liability insurance, whether or not specifically written as excess over the limit of liability of this policy; and c) all other sources of indemnification for loss available to any insured person; d) have been exhausted, the insurer shall pay the loss of insured persons arising out of a claim first made against them and reported to the insurer during the policy period, for a wrongful act, up to the 	Optional Covers

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

	<p>following limits: i. each Insured Person ₹ _____ ii. aggregate for all Insured Persons during the policy period. ₹ _____</p> <p>All other terms & conditions of the policy remain unchanged.</p> <p>Premium charged ₹ _____</p> <p>2. Automatic Reinstatement Extension Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown herein, in the event that the limit of liability under this policy has been entirely exhausted during the period of insurance, by a claim or claims, the said limit of liability shall be reinstated in the same amount, once only, provided that: (a) the reinstated limit of liability shall only apply to a claim or claims which do not arise out of and do not have any connection with the source or originating cause of any of the claim or claims already paid or payable out of the original limit of liability; (b) all other terms, conditions, exclusions and limitations of the policy shall continue to apply, in the same manner, in respect of a claim or claims to which the reinstated limit of liability applies; (c) the insured has no other valid and collectible Directors and Officers or Management Liability insurance available apart from this policy, after exhaustion of the original limit of liability under this policy (d) the request for reinstatement must be made by the insured, and all requirements relating to it be satisfied by them, before the expiry of the period of insurance under no circumstances there shall be no further reinstatement of any or all of the reinstated limit of liability granted by this Extension</p> <p>All other terms & conditions of the policy remain unchanged.</p> <p>Premium charged ₹ _____</p> <p>3. Regulatory Crisis Costs Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>additional premium as shown herein, the insurer shall pay the reasonable fees, costs and expenses of any consultant chosen by the insured with the prior written consent of the insurer, which are necessarily incurred in responding to:</p> <p>a) a raid or on-site visit to any company which first takes place during the policy period, by any official entity that involves the production, review, copying or confiscation of files or interviews of any insured persons;</p> <p>b) a public announcement relating to an event in sub-paragraph (a) above; or</p> <p>c) the receipt by any insured during the policy period, from any official entity of a formal notice which legally compels the insured to produce documents to, or answer questions by or attend interviews with that official entity, irrespective of whether the events in sub-paragraphs (a), (b) and (c) above fall within the definition of claim.</p> <p>Routine regulatory supervision, inspection or compliance reviews, or any investigation which focuses on an industry rather than an insured will fall outside the scope of this extension.</p> <p>For the purpose of this extension official entity means any regulator, government department, quasi-government body, governmental or administrative agency.</p> <p>All other terms & conditions of the policy remain unchanged.</p> <p>Premium charged ₹ _____</p> <p>4. New Offering of Securities Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown herein If during the period of insurance the Company issues or proposes the sale or allocation of Securities the Insurer will extend cover for such sale or allocation of Securities under this Policy.</p> <p>The total amount the insurer agrees to pay under this extension for all securities claims arising out of such new offering of securities shall not exceed the sub-limit of indemnity shown below</p> <p>Sub-limit of Liability ₹ _____</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>All other terms & conditions of the policy remain unchanged.</p> <p>Premium charged ₹ _____</p> <p>5. Wallersteiner Endorsement Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown herein, the insurer will pay any costs, and expenses incurred by any shareholder of the Company in pursuing a claim against any insured person on behalf of the company in the event and to the extent that the company is legally liable to pay such costs and expenses pursuant to any court order.</p> <p>The total amount the insurer agrees to pay under this extension for all such claims shall not exceed the sub-limit of indemnity shown below</p> <p>Sub-limit of Liability ₹ _____</p> <p>All other terms & conditions of the policy remain unchanged.</p> <p>Premium charged ₹ _____</p> <p>6. Management Buy Out Endorsement Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown herein, the insurer agrees that in the event of an existing subsidiary of the company ceasing to be owned by the company as a result of a buy-out by existing management, the insurer agrees to maintain cover in respect of such subsidiary for a period of 60 days from the date of the buy-out for wrongful acts committed subsequent to the buy-out.</p> <p>This extension shall not apply in circumstances where there is any other Directors and Officers Liability or Management Liability insurance in force which provides cover in respect of such wrongful acts.</p> <p>All other terms & conditions of the policy remain unchanged.</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>Premium charged ₹ _____</p> <p>7. Major Shareholder Exclusion (Amended) Exclusion 4.11 of the policy is deleted and replaced as follows:</p> <p>“4.11 Major Shareholder Any claim brought by, on behalf or for the benefit of, any shareholder owning or controlling, directly or indirectly, more than or equal to ___ of the voting share capital of the company or outside entity at the time of a wrongful act or employment practice wrongful act.”</p> <p>All other terms & conditions of the policy remain unchanged.</p> <p>8. SEC Exclusion The following is added as an additional exclusion under ‘Section 4 Exclusions’ of this policy:</p> <p>“4.13 SEC Exclusion It is hereby agreed & declared that the Insured does not undertake activities which attract one or more of the provisions of the Securities Act of 1933 (USA), the Securities Exchange Act of 1934 (USA), any rules or regulations of the Securities and Exchange Commission (USA), or any federal, country, state, or territory rules or regulations or local or provisional statute in the United States of America or any of its territories or possessions relating to securities, or the equivalent in Canada and any of its territories or possessions.”</p> <p>All other terms & conditions of the policy remain unchanged.</p> <p>9. Pollution Defence Costs Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown herein, the Insurer agrees that in the event where a claim is made against an insured person arising from a wrongful act actually or allegedly committed in connection with the discharge, dispersal, release or escape of Pollutants, Exclusion 4.7 of this policy shall not apply to: a) defence costs; or</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>b) loss, but only where the claim is a derivative action brought in the name of the company by someone who is not an insured person.</p> <p>All other terms & conditions of the policy remain unchanged.</p> <p>Premium charged ₹ _____</p> <p>10. Interpretive Counsel Notwithstanding anything to the contrary stated in the policy, the insurer agrees that the term defence costs expressly include reasonable costs and expenses incurred by insured persons for counsel within their home jurisdiction to interpret and apply advice received from counsel in a foreign jurisdiction in response to any securities claim in such other jurisdiction.</p> <p>All other terms & conditions of the policy remain unchanged.</p> <p>11. Counselling Services Extension Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown herein, the Insurer will pay to or on behalf of each Insured Person, all reasonable fees, costs and expenses of an accredited psychiatrist, psychologist or counsellor chosen by the Insured at his/her own discretion with the prior written consent of the Insurer, not to be unreasonable withheld or delayed, to treat stress, anxiety or such similar medical conditions resulting from a claim against, or Inquiry compelling attendance by such Insured up to the following limits:</p> <p>i. each Insured Person ₹ _____</p> <p>ii. aggregate for all Insured Persons during the policy period. ₹ _____</p> <p>The cover provided by this extension is in addition to, and not part of, the Limit of Liability and applies excess over any other insurance providing similar cover and indemnification available from any other source.</p> <p>All other terms & conditions of the policy remain unchanged.</p> <p>Premium charged ₹ _____</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

12. Civil Fines and Penalties Amended (including UK Bribery & US FCPA)

Automatic Extension 2.4 is deleted and replaced as follows:

“2.4. Civil Fines and Penalties

The insurer shall pay any civil fines and penalties resulting from a claim first made against the insured persons and reported to the insurer during the policy period, for a wrongful act, unless uninsurable as a matter of applicable law.

Civil Fines and Penalties covered by this extension shall include, where insurable, civil penalties assessed against an insured person pursuant to the Foreign Corrupt Practices Act 1977 (15 U.S.C. 78dd), the Sarbanes-Oxley Act 2002 (15 U.S.C. 7246), the UK Bribery Act 2010 and the Prevention of Corruption Act.

The total amount the insurer agrees to pay under this extension for all civil fines and penalties payable on behalf of all insureds, shall not exceed the sub-limit stated under Item 4 of the schedule to this policy.”

All other terms & conditions of the policy remain unchanged.

Premium charged ₹ _____

13. Breach of Professional Duty Amended (derivative actions carveback)

Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown herein Exclusion 4.2 of the policy is deleted and replaced as follows:

“4.2 Breach of Professional Duty

Any claim based upon, directly or indirectly attributable to, or in consequence of, the provision of any professional services and/or advice, or the failure to provide professional services or advice.

However, this exclusion shall not apply to:

a) any claim constituting a shareholder or shareholder derivative action provided that such

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>claim is brought without the solicitation or assistance or participation (unless legally required) of any insured; or b) investigation costs”</p> <p>All other terms & conditions of the policy remain unchanged.</p> <p>Premium charged ₹ _____</p> <p>14. Self-Report Notwithstanding anything to the contrary Definition 3.18 of this policy is deleted and replaced as follows:</p> <p>“3.18 investigation means any official investigation, examination or inquiry in relation to the affairs of the company at which the attendance of an insured person is first required or requested in writing during the policy period or discovery period.</p> <p>For the purpose of this definition, investigation is deemed to include a self-report investigation”</p> <p>Consequently, the following additional definitions are added to the policy:</p> <p>self-report means the actual report to any governmental, regulatory or judicial agency by any insured person or company pursuant to an obligation to inform such agency of matters giving rise to actual or potential regulatory issues, where failure to give such notification or delay in notifying, can itself give rise to enforcement consequences.</p> <p>self-report investigation means an internal investigation by or on behalf of the company or an outside entity into the affairs of a company, an outside entity or an Insured Person in their capacity as such in response to a direct regulatory, judicial or governmental request following a self-report.</p> <p>All other terms & conditions of the policy remain unchanged.</p> <p>15. Kidnap Response Costs Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown herein the insurer</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

	<p>agrees to indemnify the kidnap response costs incurred by the company in the event that during the policy period an insured person has first become a victim of a kidnap event.</p> <p>Consequently, the following additional definitions are added to the policy:</p> <p>kidnap consultant means the appropriate person or entity appointed by the insured with the insurer's prior consent for responding to a kidnap event.</p> <p>kidnap event means:</p> <p>a) the seizing, detaining or carrying away of an insured person by force or fraud, while such insured person is acting on behalf of the company outside his / her country of residence, for the purpose of demanding ransom monies; or</p> <p>b) any illegal holding under duress, for a period in excess of six hours, of an insured person, while such insured person is travelling on behalf of the company in or on any aircraft, motor vehicle or waterborne vessel; or</p> <p>c) the arbitrary or capricious confinement of an insured person while such insured person is acting on behalf of the company, by persons acting as agents of, or with the tacit approval of, any government or governmental entity, or acting or purporting to act on behalf of any insurgent party, organization or group, provided that such kidnap event first occurs during the policy period. A connected series of kidnap events will be considered one kidnap event.</p> <p>kidnap response costs mean the reasonable fees, costs and expenses of the kidnap consultant incurred by the insured in response to any kidnap event anywhere in the world (excluding Afghanistan, Cameroon, Colombia, Iraq, Mozambique, Nigeria, Philippines and Zimbabwe). Such fees and expenses shall include related costs for travel, accommodation, qualified interpretation, communication and payments to informants.</p> <p>The total amount the insurer agrees to pay under this extension for all kidnap response costs payable on behalf of all insureds, shall not exceed the sub-limit of indemnity shown below</p> <p>Sub-limit of Liability ₹</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>All other terms & conditions of the policy remain unchanged.</p> <p>Premium charged ₹ _____</p> <p>16. Personal Liability for Corporate taxes</p> <p>Notwithstanding anything to the contrary stated in the policy and in consideration of the payment of additional premium as shown herein Exclusion 4.13 of the policy is deleted and replaced as follows:</p> <p>The insurer shall pay the amount arising from the personal liability of the insured persons resulting from a claim first made against them and reported to the insurer during the policy period, for unpaid taxes of the company where the company has become insolvent except to the extent that such liability arises from the wilful intent of the insured persons to breach any statutory duty governing the payment of taxes.</p> <p>The total amount the insurer agrees to pay under this extension for all insured persons, shall not exceed the sub-limit stated under Item 4 of the schedule to this policy.</p> <p>17. Run-Off In Case Purchased From Acquisition Date</p> <p>Notwithstanding anything to the contrary contained in the policy it is agreed that: Notwithstanding anything in this Policy to the contrary, pursuant to Acquisition of Organization by Another Organization, the Company grants a xxxx months run-off period to expire at midnight local time on Date Month Year [to be calculated from acquisition date] at the address shown in Item 1 of the Schedule to this Policy. The premium charged for this run-off period shall be INR _____ (with Service Tax) and shall be fully earned upon inception.</p> <p>It is further agreed that:</p> <ol style="list-style-type: none"> 1. POLICY PERIOD is amended to read: Expiration Date: Midnight of Date Month Year [to be calculated from acquisition date] 2. Coverage under this Policy shall continue until the end of the Policy Period (as amended above) with respect to Claims for Wrongful Acts committed 	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>before Date Month Year [Acquisition date], but coverage shall cease with respect to Claims for Wrongful Acts committed thereafter.</p> <p>3. Nothing in this endorsement is intended, nor shall it be construed, to increase or reinstate the Insurer's Limits of Liability under this Policy. Accordingly, the amount stated in ITEM 3 of the policy schedule shall remain the Insurer's maximum aggregate Limits of Liability for all Loss from all Claims first made during the Policy Period (as amended above).</p> <p>4. Bilateral Extended Reporting Period and all references in the Policy to a "Bilateral Extended Reporting Period" are deleted in their entirety. Accordingly, no Bilateral Extended Reporting Period shall be available under this Policy.</p> <p>5. This endorsement and the rights contained herein shall not apply if this Policy is cancelled by the Insurer for failure to pay premium when due.</p> <p>Subject otherwise to the terms, conditions and exclusions of this Policy</p> <p>18. Run-Off In Case Purchased From End Of Policy Period</p> <p>It is agreed that:</p> <p>Notwithstanding anything in this Policy to the contrary, pursuant to Acquisition of Organization by Another Organization, the Company grants a 36 months run-off period to expire at midnight local time on Date Month Year [to be calculated from end of current policy period] at the address shown in Item 1 of the Schedule to this Policy. The premium charged for this run-off period shall be INR _____ (with Service Tax) and shall be fully earned upon inception.</p> <p>It is further agreed that:</p> <p>1. POLICY PERIOD is amended to read: Expiration Date: Midnight of Date Month Year [to be calculated from end of current policy period]</p> <p>2. Coverage under this Policy shall continue until the end of the Policy Period (as amended above) with respect to Claims for Wrongful Acts committed before Date Month Year [Acquisition date], but coverage shall cease with respect to Claims for Wrongful Acts committed thereafter.</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

3. Nothing in this endorsement is intended, nor shall it be construed, to increase or reinstate the Insurer's Limits of Liability under this Policy. Accordingly, the amount stated in the policy schedule shall remain the Insurer's maximum aggregate Limit of Liability for all Loss from all Claims first made during the Policy Period (as amended above).

4. Bilateral Extended Reporting Period and all references in the Policy to a "Bilateral Extended Reporting Period" are deleted in their entirety. Accordingly, no Bilateral Extended Reporting Period shall be available under this Policy.

5. This endorsement and the rights contained herein shall not apply if this Policy is cancelled by the Insurer for failure to pay premium when due.

Subject otherwise to the terms, conditions and exclusions of this Policy.

19. Amended Definition Of Loss To Include Civil Fines And Penalties, Wherever Insurable By Law

Notwithstanding anything to the contrary contained in the policy it is agreed that section (3), Definitions: Loss, is amended by deleting it in its entirety and replacing it with the following:

Loss means the amount which an Insured becomes legally obligated to pay on account of any Covered Claim including, but not limited to:

- (a) Defence Costs;
- (b) Legal Representation Expenses;
- (c) awards of damages or orders made by any court or tribunal to pay compensation;
- (d) judgments;
- (e) sums payable due to any settlements to which the Company has consented;
- (f) punitive damages, exemplary or aggravated damages unless the Company is legally prohibited from paying such damages in the jurisdiction where the Claim is determined;
- (g) the multiple portion of any multiplied damages awarded unless the Company is legally prohibited from paying such damages in the jurisdiction where the Claim is determined;
- (h) awards of claimant's costs;
- (i) pre-judgment and post-judgment interest; and
- (j) civil fines or penalties imposed, wherever insurable by law. However this shall not include punitive and exemplary Damages

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

	<p>Loss does not include:</p> <p>(i) any amount for which an Insured Person is absolved from payment by reason of any covenant or agreement, other than indemnification of an Insured Person by an Organisation, or order or determination of a tribunal or court;</p> <p>(ii) fines or penalties imposed by law other than civil fines and penalties pursuant to paragraphs (j) above.</p> <p>(iii) any amount not covered by this policy because of section 19. Allocation;</p> <p>(iv) the future salary, wages, commissions, benefits, damages or economic relief of a claimant who has been or shall be hired;</p> <p>(v) Benefits or Stock Benefits; or</p> <p>(vi) matters for which the Company is legally prohibited from indemnifying the Insured under the laws of India other than to the extent covered pursuant to paragraphs (f) and (g) above.</p> <p>Sub _____ Limited _____ to INR_____</p> <p>-Subject otherwise to the terms, conditions and exclusions of this Policy.</p> <p>20. Control Group Clause It is hereby agreed that Condition 9- Reporting and Notice of the policy is deleted in its entirety and replaced as below: The Insured shall give to the Company written notice of any Claim as soon as the Control Group becomes aware and, in any event, no later than the expiration date of the Extended Reporting Period, if granted by the Company. If during the Policy Period, or an Extended Reporting Period, if granted, an Insured becomes aware of circumstances which could give rise to a Claim and gives written notice of such circumstances to the Company then any Claim subsequently arising from such circumstances shall be deemed to have been first made during the Policy Period, or the Extended Reporting Period, in which the written notice was first given by an Insured to the Company. With respect to any such subsequent Claim, no coverage under this policy shall apply to loss incurred prior to the date such subsequent Claim is actually made. The Insured shall give to the Company such</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>information and cooperation as it may reasonably require, including but not limited to a description of the Claim or circumstances, the nature of the alleged Wrongful Act, the nature of the alleged or potential loss, the names of actual or potential claimants, and the manner in which the Insured first became aware of the Claim or circumstances. For the purpose of this endorsement, Control Group means the following executive officers of the Insured:</p> <ol style="list-style-type: none"> 1. President/Chief Executive Officer 2. Chief Financial Officer 3. Chief Technology Officer 4. Chief Information Officer 5. Risk Manager <p>All other terms and conditions of this Policy remain unchanged.</p> <p>21. Amended Definition Of Director (Societies)</p> <p>It is hereby understood and agreed that definition of “ Director ” is deleted in its entirety and replaced by the following: “Director” means any natural person who is or becomes a:</p> <ol style="list-style-type: none"> (i) Chairman, (ii) Secretary; (iii) Treasurer; (iv) Managing committee member of your organisation. <p>Any of the individuals above whom your organization dismissed from employment or office for cause before start of the Policy Period is not a Director in the sense of this policy</p> <p>Subject otherwise to the terms, conditions and exclusions of this Policy</p> <p>22. Endorsement- Brexit</p> <p>It is hereby understood and agreed that this policy is amended to include below mentioned extension. This Extension is subject to all terms, conditions and exclusions of this policy.</p> <p>Residency Costs Subject to the Insurer’s prior written consent, the Company will pay the reasonable fees, costs and expenses of a law firm approved by the Organisation incurred by a Director or Officer in relation to any challenge or appeal by:</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

	<p>(a) an EU national Director or Officer of any written rejection received during the Policy Period of their correctly filed application for permanent residency in the UK; or</p> <p>(b) a UK national Director or Officer of any written rejection received during the Policy Period of their correctly filed application for permanent residency in a member state of the EU; except where such rejection is on the grounds of a criminal conviction, made up to the date the UK's membership of the European Union officially terminates.</p> <p>Repatriation & Relocation Costs</p> <p>Subject to the Insurer's prior written consent, the Company will pay the reasonable fees, costs and expenses of a law firm approved by the Insurer incurred by a Director or Officer, for:</p> <p>(a) legal advice or legal representation properly obtained in relation to any decision issued during the Policy Period by a responsible UK or EU governmental authority for the repatriation or relocation of a Director or Officer as a direct result of the UK's membership of the European Union officially terminating, and such decision having been notified in writing to such a Director or Officer; and</p> <p>(b) legal costs or legal representation properly obtained in relation to any reasonable challenge or appeal by a Director or Officer of any such repatriation or relocation decision by the responsible UK or EU governmental authority;</p> <p>In addition, should a challenge or appeal by a Director or Officer in accordance with (b) above fail, subject to the Insurer's prior written consent, the Company will pay reasonable relocation costs incurred by a Director or Officer, their spouse or dependent children, as a result of such final repatriation or relocation decision by the responsible UK or EU governmental authority. Relocation costs shall include but are not limited to (in each case, as incurred by a Director or Officer, their spouse or dependent children):</p> <p>(i) Legal costs and expenses in respect of buying or selling a home;</p> <p>(ii) Moving expenses;</p> <p>(iii) Travel costs;</p> <p>(iv) Unpaid school fees.</p> <p>The Company will only pay to or on behalf of a Director or Officer for residency, repatriation and relocation costs where the Organisation does not reimburse the Director or Officer, whether</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>the Organisation is obliged to make such a reimbursement or not. If any Organisation is obliged to indemnify a Director or Officer, but fails to do so within 30 days, then the Company will advance all costs to the Director or Officer and all costs will be repaid by the Organisation to the Company as soon as reasonably practicable. In the event of any conflict between the above conditions and any other terms, conditions or exclusions of this policy, the Company and the Insured agree that the above conditions will prevail. All other terms, exclusions and conditions of this policy remain unaltered.</p> <p>23. Amended Definition Of Director (XXXXXXXXXXXXXXXXXX)</p> <p>It is hereby understood and agreed that definition of "Director" is deleted in its entirety and replaced by the following:</p> <p>"Director" means any natural person who is or becomes a:</p> <p>(i) XXXXXXXXXXXXXXXXXXXXXXXXXXXX, (ii) XXXXXXXXXXXXXXXXXXXXXXXXXXXX; (iii) XXXXXXXXXXXXXXXXXXXXXXXXXXXX; (iv) Managing committee member of your organisation.</p> <p>Any of the individuals above whom your organization dismissed from employment or office for cause before start of the Policy Period is not a Director in the sense of this policy</p> <p>Subject otherwise to the terms, conditions and exclusions of this Policy.</p> <p>24. Coinsurance Clause 1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name: 1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

amount of such damage thereto as provided for under the policy and or

1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

2. Co-insurance Schedule:

SN	Name of the Insurer	Share (%)
	(Lead Insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	
	(Co-insurer)	

3. Conditions forming part of this clause

It is hereby agreed and understood that:

3.1 The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.

3.2 The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorized representative thereafter) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.

3.3 It shall be the responsibility of the insured or his authorized intermediary licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.

3.4 The lead Insurer shall finalize the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorized intermediary.

3.5 It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.</p> <p>3.6 During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorized representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.</p> <p>3.7 The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.</p> <p>3.8 In the event of any of the insurers, chosen by the Insured as per paragraph 3.1 above and listed in the co-insurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part there of which is not taken up by such alternative co-insurer.</p> <p>3.9 In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.</p> <p>3.10 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.</p> <p>3.11 In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.</p> <p>3.12 In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand.</p> <p>Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.</p> <p>3.13 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/ Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.</p> <p>In witness, whereof, this policy has been signed by Universal Sampo General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein</p> <p>Subject otherwise to the terms, exceptions, conditions and limitations of this policy.</p> <p>25. Specific Matter Endorsement</p> <p>It is hereby agreed and declared that</p> <p>_____</p> <p>All other terms and conditions remain unchanged. Note: All the above covers are offered under this product. However, the cover offerings may differ and shall be applicable as opted under the policy</p>											
8	Loss Participation	<p>As specified in the policy schedule</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%;">Side A – Insured Person's Cover</td> <td>Nil</td> </tr> <tr> <td style="width: 50%;">Side B – Company Reimbursement Cover</td> <td>INR xxxx for India</td> </tr> <tr> <td></td> <td>INR xxxx for ROW</td> </tr> <tr> <td>Side C – Securities Entity Cover</td> <td>INR xxxx for India</td> </tr> <tr> <td>Employment Practice Liability Entity Cover</td> <td>INR xxxx for India</td> </tr> </table>	Side A – Insured Person's Cover	Nil	Side B – Company Reimbursement Cover	INR xxxx for India		INR xxxx for ROW	Side C – Securities Entity Cover	INR xxxx for India	Employment Practice Liability Entity Cover	INR xxxx for India	Section 6: General Conditions 6.1 Limit of Liability
Side A – Insured Person's Cover	Nil												
Side B – Company Reimbursement Cover	INR xxxx for India												
	INR xxxx for ROW												
Side C – Securities Entity Cover	INR xxxx for India												
Employment Practice Liability Entity Cover	INR xxxx for India												
9	Exclusions	<p>This policy does not provide any cover for:</p> <p>1. Prior & Pending Any claim arising out of, based upon or attributable</p>	Section 4: Exclusions										

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>to any fact, circumstance, situation, transaction, event or wrongful act, company wrongful act or employment practices wrongful act:</p> <p>a) underlying or alleged in any prior and/or pending litigation, or arbitration proceeding, administrative or regulatory proceeding which was brought prior to the Pending and Prior Litigation Date set forth in Item 9 of the schedule; or</p> <p>b) which was the subject of any notice given under any other Management Liability policy, Directors and Officers liability policy or similar policy, unless such notice was provided to the insurer under an earlier policy but which was not accepted by the insurer as a valid notification, and where cover has been maintained continuously with the insurer from the inception date of the earlier policy to the end of the policy period.</p> <p>2. Breach of Professional Duty Any claim based upon, directly or indirectly attributable to, or in consequence of, the provision of any professional services and/or advice, or the failure to provide professional services or advice.</p> <p>3. USA and Canada, Australia Insured vs. Insured Any loss arising out of, based upon or attributable to, a claim brought within the United States of America or Canada, Australia or their territories or possessions or under any laws thereof, by or on behalf of any insured, provided however that this exclusion shall not apply to:</p> <p>a) defence costs;</p> <p>b) any claim made by an insured person alleging an employment practice wrongful act against an insured person;</p> <p>c) any claim made by a retired insured person;</p> <p>d) any claim brought or maintained by any insured for contribution or indemnity, if the claim directly results from another claim otherwise covered under this policy;</p> <p>e) any claim brought or maintained by any external administrator to the company (including but not limited to a liquidator, receiver, judicial manager, administrator or other external administrator);</p> <p>f) any claim against an insured which is a derivative action brought in the name of the company by someone who is not an insured person.</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

	<p>4. Bodily Injury / Property Damage Any claim for any actual or alleged bodily injury, sickness, disease or death of any person, or any damage or destruction of any tangible property including loss of use thereof; however, this exclusion shall not apply to: (a) any allegations of mental anguish or emotional distress which allegedly results from an employment practice wrongful act.; or (b) defence costs payable under automatic extension clause 2.12</p> <p>5. Securities Any claim directly or indirectly arising from, or attributable to: a) the offering to the public during the policy period of any securities for subscription or purchase; b) the invitation to the public during the policy period to subscribe for or purchase any securities; c) any document prepared in relation to (a) or (b) above. Provided however that this Exclusion 4.5 will not apply if the insurer has received prior written notice containing details of the offering and at its sole discretion, has agreed in writing to provide such additional coverage upon the terms, conditions, limitations, and additional premium which it deems appropriate.</p> <p>6. Trustee Liability Any claim arising from any position held by an insured person as trustee or administrator of any superannuation, pension, health and welfare, or other employee benefit plan or trust, established or maintained for the purpose of providing pensions, annuities or any other amount payable to a beneficiary.</p> <p>7. Pollution Any claim directly or indirectly arising from, or attributable to: a) the actual, alleged or threatened discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere or any water course or body of water, whether such discharge, dispersal, release or escape is intentional or accidental; or b) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants.</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>8. Radioactivity and Nuclear Risk Any claim directly or indirectly arising from, attributable to, or in connection with:</p> <ul style="list-style-type: none"> a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising from, or any consequential loss; or b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from: <ul style="list-style-type: none"> i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof. <p>9. War / Terrorism Any claim of whatsoever nature directly or indirectly caused by, resulting from, or in connection with, any of the following, regardless of any cause or event contributing concurrently or in any other sequence:</p> <ul style="list-style-type: none"> a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or b) any act of terrorism; or c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above. <p>For the purposes of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.</p> <p>10. Fraudulent, Dishonest and Wilful Conduct Any claim directly or indirectly arising from, or attributable to:</p> <ul style="list-style-type: none"> a) dishonest, fraudulent or criminal act or omission of any insured or any wilful violation of any 	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>statute, rule or law; or</p> <p>b) profit or remuneration gained by any insured to which such insured is not legally entitled as determined by a judgment or other final adjudication (including any appeal thereof) in the underlying action or in a separate action or proceeding, or any formal admission by or on behalf of such insured, that such conduct did in fact occur.</p> <p>11. Major Shareholder Any claim brought by, on behalf or for the benefit of, any shareholder owning or controlling, directly or indirectly, more than or equal to 15% of the voting share capital of the company or outside entity at the time of a wrongful act or employment practice wrongful act.</p> <p>12. ERISA Any claim directly or indirectly arising from, or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act, 1974 (USA) or amendments thereto.</p>	
10	Special Conditions and Warranties (if any)	As mentioned in the policy schedule	Not Applicable
11	Admissibility of Claim	<p>The claim would be admissible as per the coverages and the exclusions mentioned in the policy wordings</p> <p>Sample Calculation The calculation / assessment for this insurance varies upon the type of event insured and T&C of policies.</p>	<p>Section I: Insuring Clauses</p> <p>Section II: Automatic Extensions</p> <p>Section 4: Exclusions</p>
12	Policy Servicing - Claim Intimation and Processing	<ul style="list-style-type: none"> • Toll Free Numbers: 1800 200 4030 / 1800 22 4030 • Website - www.universalsompo.com • Email - contactus@universalsompo.com; contactclaims@universalsompo.com <p>Claims Procedure: Notification</p> <p>a) The insured must give the insurer written notice of any;</p> <p>(i) claim first made against the insured; or</p>	Section 5: Claims Conditions

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

	<p>(ii) any circumstance which may give rise to a claim; during the policy period, as soon as practicable and, in any event, within ninety (90) days of the end of the policy period, or within such additional discovery period as may apply.</p> <p>If the insured does not give notice to the insurer in compliance with this clause, the insurer shall have no liability under this policy in respect of such claim</p> <p>b) Any claim made after expiry of the policy period which alleges, arises out of, is based upon, attributable to, or in any way connected with an earlier wrongful act or an earlier employment practice wrongful act which was the basis of:</p> <p>i. a claim first made during the policy period (or applicable discovery period) which has been notified to the insurer in accordance with paragraph 5.1 a) i above</p> <p>ii. a fact or circumstance which has been notified to the insurer in accordance with paragraph 5.1 a) ii above; will be treated by the insurer as having been notified during the policy period,</p> <p>Co-operation</p> <p>a) The insured agrees to provide the insurer with all information, assistance and cooperation that the insurer may reasonably request, and further agrees that they will do nothing which in any way increases the insurer's exposure under this policy or in any way prejudices the insurer's potential or actual rights of recovery.</p> <p>Basic documents to be shared by the insured for claim settlement. The Insurer can ask for any other details depending upon the circumstances of the claim.</p> <ol style="list-style-type: none"> 1. Claim Notification Form: A formal document notifying the insurance company of the claim. 2. Policy Documents: Copies of the D&O insurance policy and any endorsements or amendments. 3. Board Meeting Minutes: Minutes from board meetings where the incident or related matters were discussed. 	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

	<p>4. Legal Complaints or Demands: Copies of any lawsuits, legal complaints, or demand letters related to the claim.</p> <p>5. Correspondence: Any relevant correspondence between the directors, officers, and other parties involved.</p> <p>6. Financial Statements: Recent financial statements of the company, including balance sheets and income statements.</p> <p>7. Internal Investigation Reports: Reports from any internal investigations conducted regarding the incident.</p> <p>8. Regulatory Notices: Any notices or documents received from regulatory bodies related to the claim.</p> <p>9. Settlement Agreements: Copies of any settlement agreements or proposed settlements.</p> <p>10. Legal Invoices: Invoices from legal counsel and other professionals involved in defending the claim.</p> <p>11. Employment Records: Relevant employment records if the claim involves employment practices or wrongful termination.</p> <p>12. Documentation of Losses: Evidence of financial losses or damages incurred as a result of the incident.</p> <p>13. Witness Statements: Statements from witnesses or affidavits related to the claim.</p> <p>14. Email and Communication Logs: Relevant email communications and logs that pertain to the claim.</p> <p>15. Risk Management Policies: Copies of company policies and procedures relevant to the claim, such as risk management or compliance policies.</p> <p>Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/ building on reinstatement basis)</p> <p>1. The Surveyor shall be appointed within 24 hours from the intimation.</p> <p>2. The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.</p> <p>3. The Surveyor shall share its reminders emails/letter after 05 days from the date of last mail in case the documents has not been submitted.</p> <p>4. The Insurance Company to obtain survey report within 15 days from the date of</p>	
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PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>appointment.</p> <p>5. Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.</p> <p>Escalation Matrix Level 1 - contactclaims@universalsompo.com Level 2 - grievance@universalsompo.com Level 3 - gro@universalsompo.com</p>	
13	<p>Grievance Redressal Policyholders Protection and</p>	<p>Grievances If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:</p> <p>➤ Step 1</p> <p>a. Contact Us 1-800-224030/1-800-2004030</p> <p>b. E-mail Address: Contactus@universalsompo.com</p> <p>c. Write to us Customer Service Universal Sampo General Insurance Company Limited Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708</p> <p>d. Senior Citizen Number: 1800 267 4030</p> <p>➤ Step 2 If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id. Email Us- grievance@universalsompo.com Drop in Your concern Grievance Cell: Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708</p> <p>Visit Branch Grievance Redressal Officer (GRO) Walk into any of our nearest branches and request to meet the GRO</p> <ul style="list-style-type: none"> • We will acknowledge receipt of your concern immediately • Within 2 weeks of receiving your grievance, we will respond to you with the best solution. • We shall regard the complaint as closed if we 	Grievances

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

do not receive a reply within 8 weeks from the date of our response

➤ **Step 3:**

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email : gro@universalsompo.com

For updated details of grievance officer, kindly refer the link <https://www.universalsompo.com/resource-grievance-redressal>

➤ **Step 4.**

Bima Bharosa Portal link :

<https://bimabharosa.irdai.gov.in/>

Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site:

<https://www.cioins.co.in/Ombudsman>

Note: Grievance may also be lodged at IRDAI

<https://bimabharosa.irdai.gov.in/>

Below are the contact details:

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		Office 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, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka	
		BHOPAL Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.	
		BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455	Odisha	

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

	<p>Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@c ioins.co.in</p>		
	<p>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 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioi ns.co.in</p>	<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.</p>	
	<p>CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins. co.in</p>	<p>Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).</p>	
	<p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.i n</p>	<p>Delhi & Following Districts of Haryana - Gurugram, Faridabad , Sonapat & Bahadurgarh</p>	
	<p>GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road,</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh,</p>	

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins .co.in</p>	<p>Nagaland and Tripura.</p>		
		<p>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 Email: bimalokpal.hyderabad@cioi ns.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>		
		<p>JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: bimalokpal.jaipur@cioins.co .in</p>	<p>Rajasthan</p>		
		<p>ERNAKULAM Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioi ns.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry</p>		

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.c o.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>		
		<p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082/3500613 Email: bimalokpal.lucknow@cioins. co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>		

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>		
		<p>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</p>	<p>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.</p>		
		<p>PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068</p>	<p>Bihar, Jharkhand.</p>		

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>Email: bimalokpal.patna@cioins.co.in</p>		
		<p>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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>	
<p>14</p>	<p>Obligations of prospective Policyholder / Customer</p>	<p>Authorisation and Notices</p> <p>It is understood and agreed that the policy holder will act on behalf of the company and the insured persons with respect to:</p> <ul style="list-style-type: none"> a) the payment of premium; b) the receiving of any return premium that may become due under this policy; and c) the receiving of all notices from the insurer. <p>Disclosure of other material information during the policy period</p> <p>Material facts for the purpose of this policy shall be mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk</p> <p>Non- disclosure of material information may affect the claim settlement</p> <p>Broadly any claim shall be denied subject to following parameters.</p> <ul style="list-style-type: none"> 1.Premium - Whether the premium has been paid on or before Risk Start Date 2.Period – Whether the insurance is in force as on 		<p>4. Conditions</p>

PUBLIC LIABILITY INSURANCE POLICY(NON-INDUSTRIAL) - RETAIL

		<p>date of loss. 3.Peril – Whether the cause of loss is covered. 4.Property- Whether the property said to be affected is insured. 5.Place - Whether the location is covered under the policy, 6.Person - Whether the claimant has insurable interest</p> <p>Note - Any breach of policy conditions, and claim falling under exclusions shall be the ground for repudiations</p>	
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Note: Kindly refer to the policy wordings for detailed terms and conditions

Declaration by the Policyholder.

I have read the above and confirm having noted the details.

Place:

Date: _____ (Signature of the Policyholder)

Note:

- i. **Website:** www.universalsompo.com
- ii. In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.