

DIRECTORS & OFFICERS INSURANCE POLICY- RETAIL

POLICY WORDING

In consideration of the payment of premium and based on the information contained in the Proposal and all other documents accompanying it, Universal Sampo General Insurance Company Ltd. (hereinafter referred to as the **Insurer**) agrees, subject to all the terms and conditions of the *policy*, to provide coverage as follows:

Section 1: INSURING CLAUSES

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

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**.

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 **policy period**, alleging a **company wrongful act**.

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**.

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**.

Section 2: AUTOMATIC EXTENSIONS

The automatic extensions are subject to the Insuring Clauses and all other terms and conditions of this **policy**.

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**.

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**.

2.2. Advance Payment of Defence Costs

The **insurer** agrees that, where it is not yet 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.

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**.

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**

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**.

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.

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**.

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**.

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 case where such a **claim** is made, regardless of whether the amount is incurred prior to or subsequent to the making of the **claim**.

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**.

2.6. Continuous Cover

Where any **insured**:

- 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**.

The **insurer** agrees not to apply Exclusions 4.1a) and 4.1b) provided that:

- 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**

For the Purposes of this extension, **continuity date** means the date stated in *Item 8* of the schedule.

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**.

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.

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**

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**.

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

2.10. Extradition Costs

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 an **extradition proceeding** first commenced against them during the **policy period**

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**.

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**.

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.

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**.

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.

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**,

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**.

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**:

- 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**;
- b) is incorporated outside of the United States of America or Canada or their territories or possessions; and
- 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.

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**.

2.16. Pollution Defence Costs

Where a **claim** made against an **insured person** arises from a **wrongful act** or **employment practices wrongful act** actually or allegedly committed in connection with the discharge, dispersal, release or escape of **pollutants**, **exclusion 4.7** shall not apply to:

- 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**.

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**

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:

- a) an order disqualifying such **insured person** from holding office as a company director or officer; or
- b) an interim or interlocutory order:
 - 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.

In each case above, cover will only be available under this extension for such legal proceedings commenced during the **policy period**.

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**.

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**

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**.

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:

- 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:
 - (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*.

Section 3: DEFINITIONS

In this policy:

3.1. *bail bond and civil bond expenses* means the reasonable premium (not including collateral) for a bond or other financial instrument to guarantee an **insured person's** contingent obligation for bail required by a court.

3.2. *claim* means:

- a) a civil proceeding brought by a third party for recovery of compensation or damages; or
- b) any suit, proceeding or written demand for monetary damages or other relief; or
- c) a request for extradition; or
- d) a criminal proceeding against an **insured person**; or
- e) a formal regulatory or formal administrative proceeding against an **insured person** alleging a **wrongful act** or an **employment practice wrongful act**; or
- f) an **investigation** of an **insured person**.

3.3. *company* means:

- a) the entity or entities listed in *Item 2* of the schedule to this policy; and
- b) any **subsidiary** existing at the beginning of the **policy period** and created or acquired during the **policy period**.

3.4 *company wrongful act* means any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by the **company** in connection with the purchase or sale of, or offer to purchase or sell **securities** of the **company**, whether such purchase, sale or offer involves a transaction with the **company** or occurs in the open market.

3.5 *crisis event* means any of the following unforeseen events where, in the reasonable opinion of the chief executive officer (or equivalent) of the **company**, the event has the potential to cause an imminent decrease of greater than 25% of the total consolidated annual revenues of the **company** if left unmanaged:

- a) the sudden, unexpected death or disability of any executive;
- b) loss of a major customer, contract or credit facility;

- c) **employee** workplace violence;
- d) the first apparent unauthorized intrusion into any **company's** computer facilities;
- e) a recall or boycott of any product;
- f) a man-made disaster;
- g) any criminal or fraud investigation.

crisis event does not include an event that affects a **company's** industry in general.

3.6 crisis consultant costs means any reasonable professional fees, costs or expenses of any reputable, specialist, or professionally qualified:

- a) public relations firm or consultant;
- b) crisis management firm; or
- c) law firm or tax advisor.

3.7 defence costs means that part of **loss** made up reasonable legal fees and expenses necessarily incurred, with the Insurer's prior written approval, in the defence of any **claim**. **Defence costs** does not include the **company's** overhead expenses or any salaries, wages, fees, or benefits of its directors, officers or **employees**.

3.8 deprivation of assets expenses means the payment of schooling, housing, utilities or personal insurances directly to the provider of such services in the event of an interim of interlocutory order confiscating, controlling, suspending or freezing rights of ownership over real property of personal assets of an **insured person** during the **policy period**.

3.9 discovery period means the period immediately following expiry of the **policy period** during which written notice may be given to the **insurer** of any **claim** first made during such period for any **investigation, wrongful act, company wrongful act, or employment practices wrongful act**, which occurred during the **policy period**

3.10 employee means any natural person who, before or during the policy period, is employed under a contract of service by the **company** and is paid a salary, wage and/or commission.

3.11 employed lawyer means any person admitted to practice law in the relevant jurisdictions in which the **company** operates, who was, is, or during the **policy period** becomes employed by the **company** as a full-time and salaried lawyer, and acts in a managerial or supervisory capacity in that **company**.

3.12 employment practices wrongful act means any employment related actual or alleged tortious act or omission, breach of statutory provision or breach of common law relating to an **employee**, including but not limited to:

- a) failure to provide equal opportunity of employment or pay;
- b) discrimination;
- c) harassment (sexual or otherwise, and including but not limited to harassment in the form of workplace bullying, or by way of electronic communication including social networking internet sites);
- d) wrongful dismissal or treatment;
- e) retaliation;
- f) inducement to become or remain as an **employee** based upon an erroneous job description;
- g) defamation, misrepresentation, negligent misstatement, wrongful failure to employ or promote, deprivation of a career opportunity, or wrongful discipline;
- h) violation of an **employee's** civil or human rights, or violations of any similar statutory provision arising out of acts or omissions by an **insured** or a person for whom the **insured** is legally responsible;
- i) claims arising from breach of data protection or privacy obligations;
- j) failure to allow an **employee** to exercise a statutory right; or

k) failure to provide or enforce corporate policies or procedures to prevent or address any of the above.

3.13 extradition proceeding means any proceeding against an **insured person** including any related appeal, any judicial review applications or any challenge or appeal of any extradition decision by any governmental authority, or any court in India in respect of any proceedings to remove an **insured person** to another territory against their will.

3.14 insured means the **insured persons** and the **company**.

3.15 insured person means:

- a) any past, present or future director or officer, member of the Board, or **non-executive director** of the **company**, or the equivalent in any jurisdiction;
- b) any past, present or future de facto or shadow director while acting in a capacity as a director or officer of the **company** as defined in the Companies Act 1956 (as suitably amended from time to time), other than a person acting in the capacity of administrative receiver, administrator, receiver, liquidator, or an external auditor;
- c) any past or present **employee** of the **company** to the extent:
 - i. the subject **claim** is for a **company wrongful act**;
 - ii. the subject **claim** is for an **employment practices wrongful act**;
 - iii. such **employee** is acting in a managerial or supervisory capacity; or
 - iv. such **employee** is named as a co-defendant along with an **insured person** as defined in clause 3.15a) and 3.15b) above; or
- d) any **employed lawyer**

3.16 insurer means Universal Sampo General Insurance Company Ltd.

3.17 investment vehicle means any collective investment arrangement, the purpose of which is to enable those taking part in the arrangement to participate in or receive profits or income arising from the acquisition, holding, management or disposal of assets or sums paid out of such profits or income, and in which some or all of the persons who participate do not have day-to-day control over the management of the assets.

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**.

3.19 limit of liability means the amount set out in *Item 3* of the schedule to this **policy**.

3.20 loss means amounts which the **insured** is legally obligated to pay as damages, judgments or settlements, or **defence costs**, or other amounts payable under the extensions to this **policy**, including interest and punitive or exemplary damages, and the multiplied portion of any damage award in excess of the **retention**. **Loss** shall not include:

- a) fines, penalties or taxes imposed by law, except for punitive or exemplary damages and as provided in *clauses 2.4* and *2.20* above;
- b) employment-related compensation, wages or benefits; or
- c) matters which are uninsurable under applicable law.

3.21 non-executive director means any natural person who serves as a director of the **company** and who is not an **employee** of the **company**.

3.22 outside entity means any entity:

- a) which is not a **subsidiary**; and

- b) in which the **company** owns or controls, directly or indirectly, in any combination, before or during the **policy period**, up to 50% of the outstanding securities or voting rights representing the present right to vote for election of directors; and
- c) which is not incorporated in the United States of America or Canada or their territories or possessions; and
- d) whose activities do not 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.

It is further agreed that **outside entity** shall also include any non-profit entity and any other entity which has been listed by endorsement to this **policy**.

3.23 outside director means any natural person who at the specific request of the **company** is serving:

- a) as a director, officer or trustee of a non-profit entity; or
- b) in an elected or appointed position having fiduciary, supervisory or managerial duties and responsibilities comparable to those of an **insured person** of the **company**, regardless of the name or title by which such position is designated, of an **outside entity**.

3.24 policy means this policy wording, the schedule to this **policy**, the **proposal** and any endorsement attaching to and forming part of this **policy**.

3.25 policy holder means the entity named in *Item 1* of the schedule to this **policy**

3.26 policy period means the period specified in *Item 2* of the schedule to this **policy**

3.27 pollutants means any substance, solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste materials. Waste materials include, but are not limited to, recycled, reconditioned or reclaimed materials.

3.28 proposal means the insured's written proposal form in respect of this insurance, together with any attachments.

3.29 public relations expenses means any reasonable fees, costs and expenses of a public relations consultant incurred with **insurer's** prior written consent (which shall not be unreasonably delayed or withheld) by or on behalf of an **insured person** to mitigate any adverse effect on the reputation of that **insured person** by disseminating findings which exonerate them from fault, liability or blame in connection with a **claim** that is covered under this **policy**, provided such findings are made by a court with jurisdiction to dispose of such **claim** (including the outcome of any appeal in relation to such **claim**).

3.30 retention means the amounts specified in *Item 6* of the schedule to this **policy**

3.31 securities mean any equity or debt instrument issued including any bond, debenture, note, share, stock or other equity or security for debt.

3.32 subsidiary means any entity, other than an **investment vehicle**, during any time in which the **company**, directly or through one or more **subsidiary(ies)**:

- a) owns more than 50% of the issued and outstanding share capital,
- b) controls more than 50% of the voting rights, or

- c) controls the right to vote for the election or removal of such entity's directors.

3.33 transaction means any one of the following events occurring during the **policy period**:

- a) the **company** consolidates with or merges into or sells all or a majority of its assets to any other person or entity or group of persons and/or entities acting in concert; or
- b) any person or entity, whether individually or together with any other person or persons, entity or entities becomes entitled to exercise more than 50% of the rights to vote at general meetings of the **company** or control the appointment of directors who are able to exercise a majority of votes at board meetings of the **company**.
- c) the appointment of a receiver, liquidator or administrator in respect of the **company**, but only in relation to that **company**; or
- d) a **company** becomes a **subsidiary** of an entity not insured by this policy, or becomes controlled by another entity by virtue of any law.

3.34 wrongful act means any act, error, omission, misstatement, misleading statement, neglect, or breach of duty actually or allegedly committed, attempted or proposed to be committed by any **insured person** while acting in his or her capacity as an:

- a) **insured person**, individually or otherwise, solely in their capacity as a director or officer in the course of his or her duties to the **company**; or
- b) **outside director**.

Section 4: EXCLUSIONS

This **policy** does not provide any cover for:

4.1 Prior & Pending

Any **claim** arising out of, based upon or attributable to any fact, circumstance, situation, transaction, event or **wrongful act, company wrongful act** or **employment practices wrongful act**:

- 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
- 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**.

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.

4.3 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:

- a) **defence costs**;
- b) any **claim** made by an **insured person** alleging an **employment practice wrongful act** against an **insured person**;
- c) any **claim** made by a retired insured person;
- 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**;
- 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);
- 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**.

4.4 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*

4.5 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.

4.6 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.

4.7 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**.

4.8 Radioactivity and Nuclear Risk

Any **claim** directly or indirectly arising from, attributable to, or in connection with:

- 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:
 - 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.

4.9 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:

- 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.

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.

4.10 Fraudulent, Dishonest and Wilful Conduct

Any **claim** directly or indirectly arising from, or attributable to:

- a) dishonest, fraudulent or criminal act or omission of any **insured** or any wilful violation of any statute, rule or law; or
- 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.

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 15% of the voting share capital of the **company** or **outside entity** at the time of a **wrongful act** or **employment practice wrongful act**.

4.12 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.

Section 5: CLAIMS CONDITIONS

5.1 Notification

a) The **insured** must give the **insurer** written notice of any;

- (i) **claim** first made against the **insured**; or
- (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.

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**

- 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:
 - 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
 - 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**,

5.2 Co-operation

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.

5.3 Allocation

If both **loss** covered by this policy and **loss** not covered by this policy are incurred, either:

- a) because a **claim** made against the **insured** contains both covered matters and matters not covered by this policy, or
- b) because a **claim** is made against both the **insured** and others (including the **company** for **claims** other than for **company wrongful acts**) not insured under this policy,

the **insured** and the **insurer** will use their best efforts to determine a fair and appropriate allocation between that portion of **loss** that is covered under this policy and that portion of **loss** that is not covered under this policy.

Additionally, the **insured** and the **insurer** agree that in determining a fair and appropriate allocation of **loss**, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defence and/or settlement of the **claim** by, the **insured** and others.

In the event that an agreement cannot be reached between the **insurer** and the **insured** as to an allocation of **loss**, as described in clause above, then the **insurer** shall advance that portion of **loss** which the **insured** and the **insurer** agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this policy and applicable law

5.4 Defence and Settlement

- a) It shall be the duty of the **insured** to defend any **claim**. The **insurer** shall have the right and be given the opportunity to participate with each **insured** in the defence and settlement of any **claim** that appears likely to involve the **insurer**.
- b) The **insurer** shall not be obliged to pay any **defence costs** unless the **insurer** has provided prior written consent to the **defence costs** being incurred except as provided for in clause 2.9 above, such consent not to be unreasonably withheld, delayed or denied.
- c) Except as provided for in clause 2.9 above, the **insurer** shall not be obliged to make any payment in connection with any liability admitted by the **insured** nor any settlement agreed

by the **insured** unless the **insurer** has provided prior written consent to the liability being admitted or settlement being agreed, such consent not to be unreasonably withheld, delayed or denied.

- d) If the **insurer** cannot agree with an **insured** whether a **claim** should be contested, a decision as to whether the **claim** should be contested, the prospects of the **claim** succeeding and the likely amount of the **claim**, shall be made by a Senior Counsel, whose appointment shall be mutually agreed upon and whose decision shall be final. The cost of obtaining Senior Counsel's decision shall be part of **defence costs**.
- e) If Senior Counsel decides that a **claim** should not be contested and the **insured** decides to contest the **claim**, the **insurer's** liability for **loss** which results from that **claim** shall be capped at the amount for which the **claim** could have been settled.

5.6 Priority of Payments

If **loss** shall be payable under more than one of the Insuring Agreements, then the **insurer** shall, to the maximum extent practicable and subject at all times to the **insurer's** maximum aggregate **limit of liability** as set forth in *Item 3* of the schedule to this **policy**, pay such loss as follows:

- a) first, the **insurer** shall pay that loss, if any, which the **insurer** may be liable to pay on behalf of the **insured persons** under Insuring Clause 1.1;
- b) second, the **insurer** shall pay that **loss**, if any, which the **insurer** may be liable to pay on behalf of the **company** under Insuring Clause 1.2; and
- c) third, the **insurer** shall make such other payments which the **insurer** may be liable to make under Insuring Clause 1.3 to 1.5 or otherwise.

5.7 Subrogation

In the event of any payment under this policy, the **insurer** shall be subrogated to all of the potential or actual rights of recovery of the **insured**. The **insured** shall execute all papers required and will do everything necessary to secure such rights including but not limited to the execution of such documents as are necessary to enable the **insurer** to bring a suit in the **insured's** name, and will provide all other assistance and cooperation which the **insurer** may reasonably require.

Section 6: GENERAL CONDITIONS

6.1 Limit of Liability

- a) except as set out in any applicable sub-limit, the **insurer** shall pay the amount of **loss** in excess of the applicable **retention(s)** set forth in *Item 6* of the schedule to this **policy** up to the **limit of liability** specified in *item 3* of the schedule to this **policy**
- b) the amount set forth in *Item 3* of the schedule to this **policy** shall be the maximum aggregate **limit of liability** of the **insurer** under this policy except with respect to the additional excess limits specified under *clause 2.1* above.
- c) Any payment by the **insurer** shall reduce the **limit of liability** accordingly by the paid amount.
- d) The sub-limits of liability specified in *Item 4* of the schedule to this **policy** are part of and not in addition to the **limit of liability** and is the maximum amount the **insurer** will pay with respect to the cover to which it applies.

6.2 Aggregation

Any **claim** or series of **claims** arising out of, attributable to, or in any way connected with a single **wrongful act**; a single **company wrongful act** or a single **employment practice wrongful act**, alleged or otherwise, shall be considered a single **claim** under this **policy** and shall be deemed to have been made at the time at which the earliest such **claim** is made.

6.3 Presumption of Indemnification

With respect to the **company's** indemnification of **insured persons**, the certificate of incorporation, charter, by-laws, articles of association, or as per applicable laws, each **subsidiary** and each **outside entity**, will be deemed to permit indemnification of the **insured persons** to the fullest extent allowable by law.

if for whatever reason, the **company** fails or refuses to do so, the **insurer** will pay that loss on behalf of the **company** and collect the applicable **retention** from the **company**.

6.4 Assignment

Neither this **policy** nor the rights it creates may be assigned without the **insurer's** prior written agreement by way of endorsement to this **policy**.

6.5 Cancellation

- a) **insured** has the right to cancel this **policy** at any time by giving written notice to the **insurer**. upon cancellation, **insurer** will refund that part of the premium which relates to the unexpired part of the **policy period**.
- b) The **insurer** may only cancel this **policy** for non-payment of premium by giving a written notice of cancellation. Such cancellation shall be effective from the inception date of the **policy**.

6.6 Governing Law

- a) Any interpretation of this **policy** relating to its construction, validity or operation shall be determined in accordance with the laws of India.
- b) All the documents making up this **policy** shall be read together as one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning wherever it may appear

6.7 Non-Rescindable

The **insurer** irrevocably waives any and all rights and remedies it may have as a result of any misrepresentation or non-disclosure including, but not limited to, any right it may have to rescind or avoid this policy, except that the **insurer** shall have no liability in relation to:

- a) an **insured person** who was fraudulent in relation to the misrepresentation or non-disclosure in question; or

- b) the **company** in respect of Insuring Clause 1.3

6.8 Policy Disputes Clause

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. (This clause does not apply to policies bought by individuals)

6.9 Retention

- a) the **insurer** will only be liable under this **policy** for that part of **loss** which exceeds an applicable **retention(s)**.
- b) the **retention** applicable to *Insuring Clause 1.2* shall apply to any **loss** as to which indemnification by the **company** or **outside entity** is legally required or permitted, whether or not actual indemnification is made
- c) if a payment is made by the **insurer** to any **insured person** under this policy as to which indemnification by the **company** was legally required or permitted but not made by the **company**, the **company** agrees to pay to the **insurer** the amount of the **retention** applicable to *Insuring Clause 1.2*
- d) if different **retentions** are applicable to different parts of any **loss**, the applicable **retention(s)** will be applied separately to each part of such **loss**, and the sum of such **retention(s)** will not exceed the largest applicable **retention** set forth in *Item 6* of the schedule to this **policy**

6.10 Severability

The **proposal** shall be construed as a separate **proposal** by each **insured person**. With respect to the information and statements contained in such **proposal** or otherwise provided to the **insurer** when the **policy** was placed:

- a) no statement or knowledge possessed by any one **insured person** shall be imputed to any other **insured person** for the purpose of determining the availability of cover for any other **insured person**
- b) The acts, omissions, knowledge, or warranties of any **insured person** shall not be imputed to any other **insured person** with respect to the cover available under this policy
- c) Only the knowledge or information possessed by the past, present or future Chief Executive Officer, Chief Financial Officer, Chief Operating Officer or Chief Legal Counsel, or equivalent position of the **company**, will be imputed to such **company**.

6.11 Transaction

- a) if a **transaction** takes place during the **policy period**, the cover set out in this **policy** will apply only to a **wrongful act; company wrongful act; or employment practice wrongful act** actually or allegedly committed prior to the effective date of the **transaction**.
- b) the **insured** shall give us written notice of the **transaction** as soon as practicable but, in any event, no later than 30 days after the effective date of the **transaction**.

6.12 Authorisation and Notices

It is understood and agreed that the **policy holder** will act on behalf of the **company** and the **insured persons** with respect to:

- 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**.

Subject to the other provisions of this policy, this clause G9 does not preclude an **insured person** from notifying the **insurer** in accordance with Claims Condition Clause 5.1

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:

1.5.1 Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

Grievance cell

In case of any grievance the insured person may contact the company through:

Website: www.universalsompo.com

Toll free: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 – 2004030

E-mail: contactus@universalsompo.com

Courier: Universal Sampo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at grievance@universalsompo.com

For updated details of grievance officer, kindly refer the link www.universalsompo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

1. Consumer Affairs Department of IRDAI

- a.) In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number **155255 (or) 1800 4254 732** or sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.
- b.) You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available [by clicking here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- c.) You can visit the portal <http://www.policyholder.gov.in> for more details.

2. 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 www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

IRDAI Integrated Grievance Management System – <https://igms.irda.gov.in/>

The contact details of the Insurance Ombudsman offices are as below-

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, Dadra & Nagar Haveli, Daman and Diu.	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
Karnataka.	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
Madhya Pradesh Chattisgarh.	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
Odisha	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
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	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
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	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
Delhi.	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
Assam, Meghalaya, Manipur, Mizoram, Arunachal Nagaland and Tripura.	Pradesh,	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
Andhra Telangana, Yanam part of Territory of Pondicherry.	Pradesh, and	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 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in
Rajasthan.		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
Kerala, Lakshadweep, Mahe-a part of Pondicherry.		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
West Sikkim, Andaman & Nicobar Islands.	Bengal,	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
Districts of Uttar Pradesh : Laitpur, 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,		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 Email: bimalokpal.lucknow@cioins.co.in

<p>Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>	
<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>	<p>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</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>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.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>
<p>Bihar, Jharkhand.</p>	<p>PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>
<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</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: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>