Digit Management Liability Policy (Commercial)
UIN: IRDAN158CP0005V01201920

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**Preamble**

The proposal and declaration provided by the **Named Insured** to **Us**, Go Digit General Insurance Limited (hereinafter called DIGIT/Us/We/Our), forms the basis of this insurance and having received premium from the **Named Insured**, We agree to issue this **Policy** and indemnify the Insured up to the Limit of Liability, subject always to the following terms, conditions, exclusions, and limitations in excess of the amount of the **Deductible and Participation Percentage**.

**Definitions**

1. **Bail Bond and Civil Bond Expenses**
   Reasonable premium for a financial instrument, including but not limited to a bond, but not collateral for the instrument, that guarantees an Insured’s contingent obligation for a specified amount required by a Court.

2. **Bodily Injury**
   **Bodily Injury** means physical injury, sickness or disease including resulting in death, humiliation, mental anguish, mental injury, shock, Loss of Consortium.

3. **Business**
   **Business** means all activities and operations stated in the **Policy Schedule** including:
   3.1. The ownership and occupation of premises, including repair and maintenance of property owned or for which You are responsible;
   3.2. attendance at or participation in trade fairs, shows and exhibitions by any **Employee** or **Director** in connection with their employment but shall not include any work undertaken **Offshore**;
   3.3. any prior Business activities which have ceased or have been disposed of but for which You have retained legal liability which are declared and agreed by Us
   3.4. the provision or management of canteen, social, sports, Welfare or child care services or activities for **Your Employees** and internal first aid, fire, security and ambulance services;
   3.5. private work undertaken by **Your Employees** for any of **Your Directors** or executives provided they are appropriately qualified to undertake such work; and
   3.6. hire or loan of plant, equipment or goods.

4. **Claim**
   4.1. **For Insuring Clause 1.1, Insuring Clause 1.2, Insuring Clause 1.3**
      **Claim** means any:
      i. written demand or written allegation of a Wrongful Act against an Insured;
      ii. civil or arbitral proceeding for monetary or non-monetary relief against an Insured for a Wrongful Act, including but not limited to any mediation or similar proceeding;
      iii. criminal suit or proceeding against an Insured for a Wrongful Act;
      iv. Extradition Proceedings against an Insured for a Wrongful Act;
      v. formal regulatory or administrative proceeding against an Insured for a Wrongful Act
      vi. Securities Claim.
      A Claim is first made against an Insured when the demand is received by the Insured or the proceeding commencing it is first served on the Insured.
   4.2. **For Insuring Clause 1.4 - Company Insurance for Employment Claims**
      i. written demand or written allegation
      ii. civil or arbitral proceeding for monetary or non-monetary relief, including but not limited to any mediation or similar proceeding;
      iii. criminal suit or proceeding against the **Company**;
      iv. formal regulatory or administrative proceeding, against the **Company** for or in respect of an **Employment Wrongful Act**.
      A Claim is first made against the **Company** when the written demand is received by the **Company** or the proceeding commencing it is first served on the **Company**.
   4.3. **For Premises Liability Cover**
      **Claim** means any writ, summons, application or other originating legal or arbitral process, cross **Claim**, or counter **Claim**
or appeal served upon an Insured alleging Bodily Injury, Property Damage

5. Claims Expenses
5.1. For Insuring Clause 1.1, Insuring Clause 1.2, Insuring Clause 1.3
- means the reasonable legal expenses and legal costs, Extradition Costs, incurred by You with Our written consent, not to be unreasonably withheld, to investigate, defend or appeal a Claim and which the Insured is obligated to pay.
- means the reasonable legal expenses and legal costs incurred by the Company with Our written consent, not to be unreasonably withheld, to investigate, defend or appeal a Securities Claim and which the Company is obligated to pay.

This includes Bail Bond and Civil Bond Expenses, the cost of an appeal bond but without the obligation to apply for and furnish any such bond. Claims Expenses are part of and not in addition to the Limit of Liability. Claims Expenses does not include wages, salaries and other remuneration of any Director, Officer or Employee of the Company, or any internal costs or expenses of the Company.

5.2. For Insuring Clause 1.4 - Company Insurance for Employment Claims
Claims Expenses means the reasonable legal expenses and legal costs incurred by the Company with Our written consent, not to be unreasonably withheld, to defend or appeal a Claim and which the Company is obligated to pay.

This includes the cost of an appeal bond but without the obligation to apply for and furnish any such bond. Claims Expenses are part of and not in addition to the Limit of Liability. Claims Expenses does not include wages, salaries and other remuneration of any Director, Officer or Employee of the Company, or any internal costs or expenses of the Company.

5.3. For Premises Liability Cover
Claims expenses means
- all reasonable and necessary legal fees and other expenses incurred by the Insured in accordance with General Condition - Defence and Settlements of the Policy or with the consent of Digit in the investigation, adjustment, settlement or defence of any Claim or Suit excluding all salaries of the Insured’s Employees, Officers and Directors and office expenses, and any such fees and expenses incurred by Us on behalf of the Insured shall be deemed incurred by the Insured:
- all costs taxed against the Insured in the Suit;
- pre-judgment interest awarded against the Insured on that part of any judgment that is within the applicable Limit of Liability; provided that, if We make an offer to pay the applicable Limit of Liability, We will not pay (a) any pre-judgment interest for that period of time after such offer has been made, and (b) any pre-judgment interest which accrues after entry of the judgment and where Digit has paid, offered to pay, or deposited in court prior to such entry of the judgment.

6. Compensation
Compensation means monies paid or agreed to be paid by judgment or settlement for: Bodily Injury, Property Damage, Any Wrongful Act

7. Company
means the Named Insured and any Subsidiary thereof.

8. Coverage Territory
Coverage Territory means
The country of location of Your Business mentioned in the Policy Schedule; provided.

9. Documents
Documents means all Documents of any nature whatsoever including computer records and electronic or Digitized data; but does not include any currency, negotiable instruments or records thereof.

10. Deductible
Deductible means
The amount stated in the Policy Schedule payable by You in a manner and at such time as required by Us.
If more than one Deductible (Except Participation Percentage) is payable under this Policy for any one Claim or series of Claims arising from one Occurrence, the highest Deductible is the only Deductible payable by You.

11. Director
means any natural person holding a past, present or future management or supervisory position, or an alternate Director, a shadow Director or de facto Director or equivalent position, in the Company, under the laws of any
jurisdiction, including any member of the supervisory board; board of Commissioners, President Commissioner or management board.

12. **Emergency Costs**

   means **Claims expenses** or **Legal Representation Costs** agreed by **Us** in accordance with Emergency Cost Advancement.

13. **Employee**

   13.1. **For Insuring Clause 1.1, Insuring Clause 1.2, Insuring Clause 1.3**

   **Employee** means a natural person (including any **Director** or **Officer**) who was, is or becomes during the Policy Period employed by the **Company** in the ordinary course of its business, is paid as such and whose duties and activities are subject to the direction and control of such entity. **Employee** only includes such a person who undertakes acts within the scope of the usual duties of an **Employee** of such entity. **Employee** does not include contractors, consultants or agents of the **Company**.

   13.2. **For Insuring Clause 1.4 - Company Insurance for Employment Claims**

   **Employee** means any natural person who is a past, present or prospective **Employee** of the **Company** including any full-time, part-time, or casual **Employee**. **Employee** does not include consultants, contractors, secondees or agents of the **Company** and their respective **Employees** (including the **Employees** of labour-hire agencies).

13.3. **For Premises Liability cover**

   **Employee** means all the persons under a contract of service or apprenticeship with the **Company** including “leased worker” But does not include a “temporary worker”.

14. **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**.

15. **Employment Benefits**

   means any amount payable pursuant to or in relation to an employment contract, to which the **Employee** was or would have been entitled to as an **Employee** had the **Company** provided continuity, reinstatement or commencement of employment for that **Employee**. Without limitation this includes:

   i. stock, shares, stock options, share options or any entitlement or right under any **Employee** plan of any description;
   
   ii. participation in any stock, share option or share option plan, or participation in any **Employee** plan of any description;
   
   iii. bonus or incentive payments, or any entitlement or right under a bonus or incentive plan (which, for clarity, does not include any payments, entitlements or rights under any commission scheme);
   
   iv. severance or redundancy payments or entitlements;
   
   v. any benefit, payment or entitlement of any kind in respect of paid or unpaid leave;
   
   vi. non-monetary benefits including but not limited to the allocation of a **Company** car, travel allowance, mobile or landline telephone, medical or life insurance expenses, education and training allowances, and equipment allowances;
   
   vii. payments or contributions in respect of any provident, benefit, superannuation, pension or retirement fund, or any other account, fund, scheme or plan intended to provide Benefits, in whole or in part, at retirement or a particular age, or on the happening of a particular event;
   
   viii. any amount the **Company** is ordered to pay in respect of an allegedly unfair contract, notwithstanding that it acted in accordance with the terms of the employment contract.

16. **Employment Wrongful Act**

   means:

   16.1. unfair or wrongful dismissal, termination or discharge of employment, either actual or constructive;
   
   16.2. harassment including bullying;
   
   16.3. discrimination;
   
   16.4. retaliation, including lockouts;
   
   16.5. employment related misrepresentations to an **Employee** or applicant for employment;
   
   16.6. employment related humiliation, defamation or invasion of privacy, denial of natural justice;
   
   16.7. wrongful failure to employ or promote;
   
   16.8. wrongful deprivation of career opportunity;
   
   16.9. wrongful failure to grant tenure;
16.10. negligent evaluation or unfair discipline;
16.11. failure to provide accurate references;
16.12. failure to comply with employment policies or procedures; or solely relating to an Employee or prospective Employee of the Company.

Employment Wrongful Act does not include any actual or alleged unfair contract of employment.

17. Extended Reporting Period
means the period immediately after expiry of the Policy period, during which (subject to the provisions of Extended Reporting Period) You may notify Claims made, or Inquiries commenced, for Occurrences which had taken place during the Policy Period but Claims thereof could not be made during the Policy period, provided, however, all Claims made during the Extended Reporting Period shall be handled as if they were made on the last day of the expiring Policy period and are subject to the limits of liability and the terms, conditions and exceptions of the Policy.

The Extended Reporting Periods
a. does not extend the Policy period or change the scope of coverage provided.
b. does not reinstate or increase the Limit of Liability.
do not apply to Claims that are covered under any subsequent insurance the Insured purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such Claims.

18. External Administrator
means any externally appointed trustee, receiver, receiver and manager, liquidator, administrator, mortgagee in possession or the like or any Employees of such person.

19. Extradition Costs
any reasonable fees, costs and expenses of any professionally qualified legal adviser; or tax accountant; retained by an Insured to advise that Insured in connection with an Extradition Proceeding.

20. Extradition Proceeding
means proceedings following a request for deportation, extradition or arrest warrant including an appeal or separate proceeding to overturn an extradition order.

21. Financial Institution
any organization whose function or principle activities are regulated by the financial regulatory bodies in the territories in which the organization operates, including but not limited to: any bank, clearing house, depository institution, investment firm, investment advisory, investment manager, investment fund, mutual fund, stockbroker, mortgage broker, credit institution, asset manager, private equity or venture capital company, insurance company, reinsurance company or real estate investment trust.

22. Financial Interest
Financial Interest means the direct or indirect financial interest of the Named Insured in You.

23. Industrial Instrument
means an award, collective or individual agreement, minimum wage order or any other instrument made or authorized under statute, or any other collective agreement, which regulates the terms and conditions of employment.

24. Insured Premises
means the Designated Premises stated in the Policy Schedule.

25. Inquiry
Inquiry means an official investigation, official examination or official Inquiry, in relation to the business or activities of the Company or the conduct of an Insured for which the notice or process compelling attendance or provision of information or documents by an Insured is first served during the Policy Period; or a Self Report Investigation. It is not necessary that a Wrongful Act be alleged against the Insured.

Inquiry shall not include routine regulatory supervision, inspection or compliance reviews or any investigation which focuses on an industry rather than a Company, Outside Entity or Insured in their capacity as such.

26. Kidnap Consultant
means any person or entity appointed by the Company with Our consent to advise and respond to a Kidnap Event.

27. Kidnap Event
means
27.1. the seizing, detaining or carrying away of an Insured by force or fraud, while such Insured is acting in the course of employment by a Company outside his country of residence, for the purpose of demanding ransom monies; or
27.2. any illegal holding under duress, for a period in excess of six hours, of an Insured, during its travel in the course of employment with a Company, on or in any aircraft, motor vehicle or waterborne vessel; or

27.3. the arbitrary or capricious confinement of an Insured, while acting in the course of his employment with 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, that first occurs during the Policy period.

A connected series of Kidnap Events will be considered one Kidnap Event.

28. Kidnap Response Costs

means the reasonable fees, costs and expenses of the Kidnap Consultant incurred by the Company in response to any Kidnap Event anywhere in the world (excluding Colombia, Iraq, Nigeria, and the Philippines). Such fees and expenses shall include related costs for travel, accommodation, qualified interpretation, communication and payments to informants.

29. Legal Panel

Legal Panel means the firms of Lawyer appointed from time to time by Us to provide representation on behalf of You under this Policy.

30. Legal Representation Costs

Legal Representation Costs means the reasonable legal costs and expenses for which You are legally liable and which are incurred, with Our prior consent, for legal representation in connection with any attendance at an Inquiry, including legal costs and expenses in providing information or Documents related to a raid or on-site visit to a Named Insured by any official Governmental body or authority, regulator, governmental or administrative agency or any self-regulatory body in respect of such Inquiry.

31. Loss

31.1. For Insuring Clause 1.1, Insuring Clause 1.2, Insuring Clause 1.3

Loss means:

i. damages, interest, settlements and judgments, including for exemplary and punitive damages not otherwise excluded;

ii. aggravated damages;

iii. Bail Bond and Civil Bond Expenses;

iv. Pecuniary Penalties;

v. Claims Expenses;

vi. Public Relations Expenses;

vii. Prosecution Costs;

viii. Extradition Costs;

ix. Legal Representation Costs;

Loss does not include any sums which you are legally liable to pay in respect of:

• fines and penalties, other than Pecuniary Penalties;

• taxes other than to the extent that personal liability of an Insured under Insuring Clause 1.1 – Directors and Officers for non-payment of corporate taxes is established by law in the jurisdiction in which the Claim is made and the Company is unable to indemnify the Insured due to insolvency;

• exemplary or punitive damages in respect of any Employment Wrongful Act; or

• matters uninsurable under the laws of India or the country where the Claim or Inquiry is made.

• Loss does not include any sums which You are legally liable to pay in respect of clean-up costs.

31.2. For Insuring Clause 1.4 - Company Insurance for Employment Claims

Loss means any amounts which the Company is legally liable to pay in respect of a Claim including:

i. damages, settlements and judgments, including interest; and

ii. Claims Expenses.

Loss does not include:

i. fines or penalties imposed by law, or any matter deemed uninsurable under the law;

ii. punitive or exemplary damages (except if awarded for libel or slander);
iii. back pay, or any Compensation or damages attributable to the back payment of remuneration, where the Company is ordered by the relevant court or tribunal to reinstate the claimant as an Employee;

iv. front pay, future loss, future damages, future Compensation or future economic relief (in all cases, considered from the point in time that reinstatement was to occur) where the Company is ordered by the relevant court or tribunal to reinstate the claimant as an Employee but refuses, or fails, to do so for whatever reason;

v. taxes or sums payable in relation to taxes;

vi. the multiplied portion of any damages awarded;

vii. internal education costs or building or property costs in relation to any Employment Wrongful Act;

viii. any obligation pursuant to any law, regulation or Industrial Instrument in any jurisdiction in respect of remuneration (including, without limitation, minimum rates, overtime, shift penalties, weekend and public holiday penalties and allowances), leave, payments on termination of employment (including, without limitation, payments in lieu of notice and redundancy payments), redundancy or unemployment Benefits or compensation, unemployment insurance, workers Compensation, occupational or workplace health and safety, disability benefits, retirement benefits, social security benefits or any other similar law or regulation or provision of an Industrial Instrument;

ix. Employment Benefits;

x. any sum of money or non-monetary benefit:
   a. in respect of a notice period or a fixed term of a contract;
   b. pursuant to an express term of a contract of employment; or
   c. pursuant to an express obligation to make payments in the event of termination of employment (including redundancy payments).

xi. Loss does not include any sums which an Insured is legally liable to pay in respect of clean-up costs.

32. Named Insured
means an entity specified in the Policy Schedule

33. Non-Admitted Jurisdiction
Non-Admitted Jurisdiction means any jurisdiction that does not permit the Insured to be covered by the Policy because the Insurer is not registered or authorised as an insurer to do so in that jurisdiction

34. Non-Executive Director
means any natural person who serves or has served as an Independent Director, Director in a non-executive capacity of the Named Insured, as of the date of appointment as such; A Director in a non-executive capacity is one who has not been an Employee or executive of the Company in any of the past three financial years.

35. Non-Profit Entity
means any entity whose governing documents prevent it from distributing profits or assets for the benefit of members.

36. Occurrence
Occurrence means
A fortuitous event or an accident, including continuous, intermittent or repeated exposure to substantially the same general harmful conditions.
For the purposes of this Policy, where a series of, and/or several bodily injuries, Property Damages or Wrongful Act or Employment Wrongful Act arise out of, are a result of or are attributable directly or indirectly to the same actual or alleged defect, hazard, failure to warn, event, condition, cause, all such bodily injuries, Property Damages, or Wrongful Act or Employment Wrongful Act shall be deemed to have been caused by the same single Occurrence, irrespective of the period or area over which the bodily injuries, Property Damages or Wrongful Act or Employment Wrongful Act occur.

37. Officer
means any natural person who is:
   i. a company secretary of the Company; or
   ii. concerned in, or takes part in, the management of the Company whether or not that person is a Director and regardless of the name given to the position; or
   iii. an Employee of the Company who makes or participates in making decisions that affect the whole or a substantial part of the business of the Company; or
   iv. an Employee of the Company who has the capacity to significantly affect the Company's financial standing.
38. Offshore
   means embarkation on to a vessel or aircraft for conveyance to an Offshore rig or platform until disembarkation from the conveyance on to land upon return from such Offshore rig or platform.

39. Outside Entity means any:
   39.1. entity in which the Company owns on, before or after the inception of the Policy Period, 10% or more of the issued and outstanding voting shares; or
   39.2. Non-Profit Entity.
      It does not include any entity:
      a. a Subsidiary of the Company
      b. incorporated in the United States of America or its territories;
      c. that is a Financial Institution; or
      d. which has any Securities traded on any exchange in the United States of America or its territories; unless listed by endorsement to this Policy.

40. Participation Percentage
   Participation Percentage means the specified Percentage of the admissible Claim amount as stated in the Policy Schedule.
   You will pay the Compensation arising out of bodily injuries or Property Damages, or Wrongful Act or Employment Wrongful Act which exceeds the Deductible to the extent of the Participation Percentage stated in the Policy Schedule.
   No coverage will apply under this Policy if You obtain insurance for off-setting Your liability towards the Participation Percentage.

41. Pecuniary Penalties
   means civil, pecuniary or administrative penalties an Insured is ordered to pay, to the extent that such penalties are insurable under the law in the India in which they are imposed and in India up to limit mentioned in the Policy Schedule in the aggregate for all Insured.

42. Policy period
   Policy Period means the period of time as mentioned in the Policy Schedule, or any other period as may be agreed in writing by the Named Insured and Us (other than Extended Reporting Period).

43. Policy Schedule
   Policy Schedule means the document which includes but not limiting to details regarding the premium amount, insured details, Covered Contract details, Policy period, Deductible and Participation Percentage, Limit of liability.

44. Pollutant
   Pollutants means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic, hazardous substance or contaminant, including but not limited to lead, smoke, vapor, dust, fibres, mould, spores, fungi, mycota or by-products, germs, soot, fumes, acids, alkalis, chemicals, lead or products containing lead and waste materials. Such waste materials includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.
   Pollutants shall also mean a hazardous substance as defined under the Indian Public Liability Insurance Act, 1991 or any statutory amendments made thereto or modification thereof, or any other similar law for the time being in force.

45. Pollution
   means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any Pollutant whether in a solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.

46. Policy
   means the Proposal, the provisions in this document, any endorsement to it (whether at or after inception) and the Schedule.

47. Prior or Pending Date
   means the date as mentioned in the Policy Schedule.

48. Proposal
   means the proposal form submitted by the Named Insured and/or any Insured in applying for this Policy and all information and documentation accompanying it, and incorporated by reference.

49. Prosecution Costs
means the reasonable legal fees or costs and expenses, incurred by You with Our prior written consent (not to be unreasonably withheld) to bring legal proceedings to obtain the discharge or revocation of:

i. an order disqualifying an Insured from managing a corporation during the Policy Period; or
ii. an interim or interlocutory order made during the Policy Period imposing:
   a. confiscation, or control, or suspension or freezing of rights of ownership of real property or personal assets of such Insured; or
   b. a charge over real property or personal assets of such Insured; or
iii. an order of a court imposing a restriction of such Insured’s liberty; or
iv. a deportation order against an Insured following revocation of otherwise proper, current and valid immigration status for any reason other than such Insured’s conviction of a crime.

50. Protected Excess Limit
   means the additional limit for Non-Executive Directors as defined in inbuilt cover - 2.2. Protected Excess Limit for Non-Executive Directors.

51. Professional Services
   Professional Services means the Professional Services and/or activities of the Named Insured as specified in the Policy Schedule.

52. Property Damage
   Property Damage means:
   a. Physical damage to, destruction of or Loss of tangible property including the Loss of use thereof at any time resulting therefrom; or
   b. Loss of use and/or Loss of value of tangible property which has not been physically damaged, physically lost or physically destroyed, provided such Loss of use and/or Loss of value is caused by physical damage to, physical Loss of or physical destruction of other tangible property; and includes denial of access to property, premises, services or facilities, interference with or stoppage of vehicular or pedestrian traffic; and
   c. trespass, nuisance or interference with right of way or right to light air or water, easement or quasi-easement.

53. Public Relations Expenses
   means the reasonable fees, costs and expenses incurred by You with Our prior written consent (not to be unreasonably withheld) in the Insured retaining a public relations consultant.

54. Related Claim
   Related Claim means any Claims alleging, arising out of, based upon or attributable to the same facts or alleged facts, or circumstances or the same Wrongful Act or Inquiry or Conduct, or a continuous repeated or related Wrongful Act.

55. Retired Director or Officer
   means a Director or Officer of the Company who has ceased to hold any such office prior to expiry of the Policy Period, for any reason other than disqualification, and who has not assumed any similar office with the

56. Retroactive Date
   means the date(s) as shown in Policy Schedule.
   This insurance does not apply to Bodily Injury or Property Damage or Wrongful Act which occurs before the Retroactive Date, and is always subject to
   a. Narrower of applicable Limits and
   b. Lower of applicable coverage
   c. Evidence of Expiring cover through until Retroactive Date

57. Securities
   means any of the following issued by the Company:
   i. bonds, debentures, evidence of indebtedness, notes, shares, stocks or other equity or debt security; and
   ii. certificates of interest or participation in, receipts for, warrants or other rights to subscribe to or purchase, voting trust certificates relating to, certificates of deposits for, or other documentary evidence of interest in any of the Securities referred to in i. above.

58. Securities Claim means any
   58.1. written demand or written allegation;
   58.2. civil or arbitral proceeding for monetary or non-monetary relief, including but not limited to any mediation or similar proceeding; or
58.3. criminal suit or proceeding, against the **Company** for or in respect of a Wrongful Act involving **Securities**, but solely in relation to:
   a. violation of any laws (statutory or common), rules or regulations regulating **Securities** of the **Company**, the purchase or sale or offer, or solicitation of an offer, to purchase or sell any **Securities** of the **Company** or any registration relating to such **Securities**; or
   b. the ownership of **Securities** of the **Company** brought by a holder of such **Securities**, whether directly or on behalf of the **Company**.

**Securities Claim** shall not include a **Claim** for an **Employment Wrongful Act** alleging or in connection with Loss of, inadequate consideration for, or failure to receive **Securities** (including but not limited to options and warrants).

59. **Self-Report**

   means the actual report to any governmental, regulatory or judicial agency by any Insured 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.

60. **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 in their capacity as such in response to a direct regulatory, judicial or governmental request following a **Self-Report**, if an Insured during the **Policy Period** or **Extended Reporting Period** is first required to attend such investigation or first becomes aware that they are the subject of such investigation.

A **Self Report Investigation** shall be deemed to be first made when the **Insured** is first so required or becomes aware.

61. **Settlement Value**

   means in respect of any **Claim** covered under this **Policy**:
   61.1. the full amount Claimed; or
   61.2. any settlement offer from the **Claimant(s)** which is capable of acceptance.

Where the **Claimant(s)**’ costs, if applicable, are not quantified by the **Claimant**, **We** will also pay a reasonable sum to **You** to represent these costs.

62. **Subsidiary**

   means any entity where the **Company** before or at inception of the **Policy**, directly or indirectly:
   62.1. controls the composition of the board of Directors; and/or
   62.2. controls the voting power at any general meeting; and/or
   62.3. holds greater than 50% of the issued voting share capital; and/or
   62.4. exercises effective control of management, including of any joint venture.

63. **Suit**

   **Suit** means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or any other alternative dispute resolution proceeding in which such damages are sought and to which the **Insured** must submit or does submit with **Our** consent.

64. **Terrorism**

   **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.

65. **Third Party**

   **Third Party** means any entity or natural person except (i) any **Insured**; or (ii) any other entity or natural person having a **Financial Interest** or executive role in the operation of the **Named Insured**.

66. **Trustee**

   means any natural person who is named as a trustee of a trust fund, pension scheme, profit-sharing scheme or scheme for **Employee Benefits** established and maintained by the **Company** solely for the benefit of the **Employees** of the **Company**

67. **Trade Secrets**

   **Trade Secrets** means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.
68. Transaction
   i. the Named Insured merges with or consolidates into any other entity; or
   ii. the Named Insured sells 50% or more of its assets to any person or entity or persons or entities acting in concert; or
   iii. any person or entity or persons or entities acting in concert acquire more than 50% of the issued share capital of the Named Insured; or
   iv. any person or entity or persons or entities acting in concert acquire control of the appointment of the majority of Directors of the Named Insured.

69. We, Us, Our, Digit, Insurer
   means Go Digit General Insurance Limited

70. Workplace Death
   means any death of a person for which an Insured may be alleged to be responsible under any occupational health and safety, or related, legislation or regulations, including but not limited to industrial or corporate manslaughter or both.

71. Wrongful Act
   means any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, defamation, negligence, breach of warranty of authority or breach of duty by an Insured, acting solely in their capacity as such, or any matter claimed solely because of such status,
   • means with respect to Securities Claim any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, defamation, negligence, breach of warranty of authority or breach of duty by the Company;
   • with respect to shareholder derivative actions any proposed act; and,
   • Wrongful Act also includes actual or alleged Employment Wrongful Act.

72. You, Your, Insured
   means a person or an entity or an organization qualifying as an Insured in the Who Is An Insured section of this Policy.
   means any natural person who was, or during the Policy Period, is or becomes:
   (i) a Director or Officer of the Company (or the equivalent in any other jurisdiction);
   (ii) a Director or Officer of the Company who holds an appointed position as a Director of an Outside Entity and who has been specifically requested in writing by the Company to hold that position;
   (iii) the spouse, domestic partner or family member of any Director or Officer of the Company where recovery is sought solely because joint property is held or owned by or on behalf of the spouse, domestic partner or family member. There is no cover for any Claim that alleges a Wrongful Act by the spouse, domestic partner or family member;
   (iv) the legal representatives, heirs, assigns or estates of (i) to (ii) above in the event of their death, incapacity, insolvency or bankruptcy but only based on the Wrongful Act or, in the case of an Inquiry, conduct of the Insured, however there is no cover for any Claim that alleges a Wrongful Act by any such legal representatives, heirs, assigns or estates of (i) to (ii) above;
   (v) a Trustee;
   (vi) any Employee;
   (vii) any compliance committee member appointed by the Company;
   (viii) any Employee of the Company who is joined as a party to any covered Claim against any person defined in (i) to (vii); and,
   (ix) any Non-Executive Director
   (x) Employed Lawyers

Insured does not include any External Administrator or external auditor of the Company.
Coverages

1. Insuring Clause

1.1. Directors and Officers
We will pay to You or on Your behalf all Loss resulting from a Claim against You except for and to the extent that the Company has indemnified You. This cover only applies when the Claim is first made and reported to Us during the Policy Period, or Extended Reporting Period if applicable.

1.2. Company Reimbursement
If Named Insured have opted for this Cover, We will pay to or on behalf of the Company all Loss resulting from a Claim against the Insured to the extent that the Company has indemnified such Insured. This cover only applies when the Claim is first made and reported to Us during the Policy Period, or Extended Reporting Period if applicable.

1.3. Company Insurance for Securities Claims
If Named Insured have opted for this Cover, We will pay to or on behalf of the Company, all Loss resulting from any Securities Claim against the Company. This cover only applies when the Securities Claim is first made and reported to Us during the Policy Period, or Extended Reporting Period if applicable.

1.4. Company Insurance for Employment Claims
If Named Insured have opted for this Cover, We will pay to or on behalf of the Company, all Loss of the Company resulting from any Claim against the Company for any Employment Wrongful Act of the Company. This cover applies only where the Claim is first made against the Company during the Policy Period or Extended Reporting Period if applicable and notified to Us as soon as practicable and during the Policy Period or Extended Reporting Period if applicable.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2. Inbuilt Covers
The inbuilt covers are mentioned below and the Limit of Liability for each cover is as mentioned in the Policy Schedule, wherever applicable. These limits are within the Limit of Liability opted and mentioned against Management Liability Section in the Policy Schedule except for Inbuilt Cover 2.23 Premises Liability which are in addition to the Limit of Liability opted and mentioned against Management Liability Section in the Policy Schedule but within Policy Aggregate Limit as mentioned in the Policy Schedule.

2.1. Legal Representation Costs
We will pay to or on behalf of the Company or Insured all Legal Representation Costs resulting from an Inquiry. This cover only applies when notice compelling attendance by the Insured at the Inquiry is first served on the Insured or the Self Report Investigation is first required and reported to Us during the Policy Period or Extended Reporting Period if applicable.
Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.2. Protected Excess Limit for Non-Executive Directors
In addition to the Limit of Liability mentioned against Management Liability Section in the Policy Schedule, We will pay to or on behalf of each Non-Executive Director all Loss, up to the Protected Excess Limit as mentioned in the Policy Schedule, resulting from a Claim against, or Inquiry compelling attendance by, such Non-Executive Director.
The limit for this cover is mentioned in the Policy Schedule in the aggregate per Policy Period for each Non-Executive Director, up to a total aggregate amount in the Policy Period as mentioned in the Policy Schedule, for all Loss in respect of all Non-Executive Directors for all Claims and Inquiries.
Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.
2.3. Public Relations Expenses
We will pay to You or on Your behalf, Public Relations Expenses with our prior written consent (not to be unreasonably withheld) for You to retain a public relations consultant to reduce or prevent the effects of negative publicity which the Insured reasonably believes may lead to a Claim or an Inquiry.
This cover only applies when the request to retain a public relations consultant is first made and reported to Us during the Policy period, or Extended Reporting Period if applicable.
Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.4. Extradition Costs
We will pay to You or on Your behalf, Extradition Costs with Our prior written consent (not to be unreasonably withheld) for You to retain legal adviser or tax accountant to advise You in connection with an Extradition Proceeding.
Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.5. Emergency Costs Advancement
If Claims Expenses or Legal Representation Costs are incurred by You, prior to receiving the written consent from Us, We agree to give retrospective approval for such amounts incurred by You to the point in time when You could reasonably have sought Our written consent. The Company or You shall give written notice to Us of the Claim or Inquiry which was the subject of the emergency as soon as practicable, together with reasons why an emergency existed.
Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.
Notwithstanding above, if it is established that there is no entitlement to indemnity under the Policy for the specific Claims Expenses, Legal Representation Costs, such amounts shall be repaid to Us immediately.

2.6. Occupational Health and Safety Costs
General Exclusions 5 - The Bodily Injury and Property Damage, shall not apply to Claims Expenses resulting from a Claim, or Legal Representation Costs resulting from an Inquiry, in respect of any alleged breach of any occupational health and safety law or regulation, including but not limited to a Workplace Death.
Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.7. Retired Directors and Officers
We agree to indemnify any Retired Directors or Officers for Claims made against, or Inquiries involving, such persons during the period mentioned in the Policy schedule immediately following the expiry of this Policy period, but only to the extent that such Claims are for Wrongful Act and Inquiries occurring prior to the effective date of termination or non-renewal, provided that:
    i. this Policy is not renewed or replaced with any other Policy affording Directors and Officers or management liability cover;
    ii. an Extended Reporting Period is not invoked;
    iii. a Transaction has not taken place; and,
    iv. External Administrator’s appointment has not taken place.

2.8. Pollution Claims Expenses Cover
The General Exclusion – 25. Pollution shall not apply to Claims Expenses for a Claim brought or Legal Representation Costs for an Inquiry instituted outside the United States of America or its territories based on or arising from or attributable to Pollution.
Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

2.9. Pollution Shareholder Claim Cover
The General Exclusion – 25. Pollution shall not apply to any Claim made by any holder of Securities of the Company, either directly or derivatively, without the solicitation, voluntary assistance or participation or assistance of any Insured.
Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.10. **Advancement of Claims Expenses within Thirty (30) Days**

As stated in General Condition 1- **Claims Expenses** to be advanced, in respect of any **Claim** or **Inquiry**, **We** shall pay **Claims Expenses** or Legal Representation Expenses on behalf of the **Insured** on an as incurred basis prior to final disposition or adjudication, the advancement of **Claims Expenses** or Legal Representation Expenses as provided under this **Policy** will be made within thirty (30) days of receipt of an invoice by **Us**.

2.11. **Automatic New Subsidiary Cover**

If during the **Policy period** the **Company** acquires or creates a new **Subsidiary** then that legal entity shall be covered as a **Subsidiary** under this **Policy** with effect from the date of acquisition or creation unless at the time of such acquisition, the legal entity is:

i. domiciled in or has any of its **Securities** listed on any exchange in the United States of America or Canada, its territories and possessions and any state or political subdivision thereof;

ii. a **Financial Institution**;

iii. assets greater than the Acquisition Threshold as mentioned in the **Policy Schedule**;

in which case the **Company** shall provide **Us** with full information, pay any additional premium and agree any amendment to the provisions requested by **Us** to obtain cover as a **Subsidiary** for such legal entity.

2.12. **New Offering of Securities**

If during the **Policy period** the **Company** issues or proposes the sale or allocation of **Securities** that does not exceed the amount mentioned in the **Policy Schedule** then **We** shall immediately provide cover for such sale or allocation of **Securities** under this **Policy**; if the sale or allocation exceeds the amount mentioned in the **Policy Schedule** then the **Company** shall provide **Us** with full information in respect of the said **Securities** and pay any additional premium and agree any amendment to the provisions requested by **Us** to obtain cover for such under this **Policy**.

2.13. **Counselling Services Cover**

**We** will pay to **You** or on **Your** behalf, up to the Counselling Services Cover Limit 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 **We**, 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**. Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.14. **Management buyouts**

If a **Subsidiary** ceases to be owned by the **Named Insured** due to a buy-out by existing management of the **Company**, **We** will extend the existing cover, subject to all terms, conditions and exclusions of the **Policy** to the **Insured** in respect of such **Subsidiary** for a period as mentioned in the **Policy Schedule** from the date of the buy-out for **Wrongful Act** committed subsequent to the buy-out, such period not to extend beyond the expiry date of this **Policy**. This **Cover** shall not apply where there is other insurance in respect of such **Wrongful Act**.

2.15. **FOREIGN CORRUPT PRACTICES ACT (FCPA) AND UK BRIBERY ACT**

**We** will pay to **You** or on **Your** behalf, With respect to civil fines and penalties imposed in relation to Bribery Act 2010 or Section 78ff(c) 2(B) or Section 1 78dd – 2(g) (2) (B) of the Foreign Corrupt Practises Act, or similar legislation in any other jurisdiction, Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.16. **U.S. Securities & Exchange Act of 1933 Section 11 or 12 (as amended)**

**We** shall not assert that any portion of the amount which the **Insured** is legally liable to pay in respect of all settlements, judgments and **Claims Expenses** in respect of a **Securities Claim** alleging violation of Section 11 or 12 of the U.S. Securities & Exchange Act of 1933 (as amended), as constituting an uninsurable Loss. **We** shall treat that portion of all settlements, judgments, and **Claims Expenses** as constituting **Loss** in accordance with this **Policy**.
2.17. **Interpretive Counsel**
   For the purpose of this Cover, the term **Claims Expenses** expressly includes reasonable costs and expenses incurred by **You** 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.

2.18. **Kidnap Response Cost**
   We shall pay to the **Company**, **Kidnap Response Costs** incurred by the **Company** in the event that during the **Policy Period** an Insured has first become a victim of a **Kidnap Event**.
   Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.19. **Shareholder Claims Expenses**
   We shall pay to or on behalf of the **Company** any fees, costs, charges and legal expenses incurred by any shareholder of the **Company** in pursuing a **Claim** against **You** on behalf of the **Company** in the event and to the extent that the **Company** is legally liable to pay such fees, costs, charges and legal expenses pursuant to a court or arbitration order.
   Subject always to the Limit of Liability mentioned in the **Policy Schedule** against this cover, terms, conditions, exclusions and **Deductible** and **Participation Percentage** of this **Policy**.

2.20. **Swedish Tax Payment Act - Skattebetalingslagen**
   Solely in regard to a **Claim** brought and maintained within the jurisdiction and courts of Sweden or its territories and/or possessions against an Insured located or domiciled in Sweden or its territories and/or possessions.
   **We** will pay on behalf of any **Director** or **Officer** taxes determined to be owed by such **Director** or **Officer**, in his or her respective Insured capacity, according to Skattebetalingslagen (SFS 1997:483) 12th Chapter, paragraph 6, arising from a **Claim** made against such **Director** or **Officer** alleging, either (i) a **Wrongful Act** of such **Director** or **Officer** in his or her capacity as such or (ii) a **Wrongful Act** committed by an **Employee** of the **Company** with regard to the failure to pay such taxes: provided however this coverage shall not include:
   i. taxes determined to be owed by a **Director** or **Officer** in connection with any intentional
   ii. criminal or fraudulent acts committed by such **Director** or **Officer**: or
   iii. taxes which the **Company** is financially able to pay; or
   iv. taxes considered uninsurable under the law

2.21. **Run off after Transaction**
   In the event of a **Transaction**, then on application by the **Named Insured**, no later than 30 days after the completion of the **Transaction**, **We** will extend cover to apply in respect of Claims first made against **You** and properly notified within a period as mentioned in the **Policy Schedule** from the expiry date of the **Policy period** but only for Claims that arise from **Wrongful Act** occurring prior to the date of such **Transaction**. This cover is only available if the **Named Insured** accepts the additional terms, conditions, exclusions or premium as **We** may require.
   If this cover is opted, **Inbuilt Cover 2.7 - Retired Directors and officers, Inbuilt Cover 2.11 Automatic New Subsidiary Cover, Special Provision – Extended Reporting Period** are deleted from this **Policy** with effect from the date of such **Transaction**.

2.22. **Financial Interest in Covered Companies**
   **We** shall make best efforts to reimburse the **Named Insured** for its **Financial Interest** if the **Named Insured** has suffered **Loss** due to **Us** being prevented from making a payment under the **Policy** to **You** solely because **Your Claim** under the **Policy** has been brought in a **Non-Admitted Jurisdiction**. This is provided that
   i. matters known to **You** are deemed to be known to the **Named Insured**;
   ii. the **Named Insured** and **You** comply with all the provisions and requirements of the **Policy**; and
   iii. the total reimbursed under this cover shall be the calculated as the equivalent of the payment **We** had been prevented from paying to **You** and shall fully release **Us** from any further payments of such amounts

2.23. **Bodily Injury and Property Damage Liability**
   **We** shall indemnify **You** for all amounts, which **You** become legally liable to pay as **Compensation** arising out of Third-Party **Bodily Injury and Property Damage at Your Premises** during the **Policy period** within the **Coverage Territory** as a result of a **Claim** in connection with **Your Business**,
Provided that, a Claim by a person or organization seeking Compensation arising out of injuries or damages will be deemed to have been made at the earlier of the following times:

i. When notice of such Claim is received and recorded by You or by us, whichever comes first; or

ii. When We make settlement in accordance with this Cover.

All Claims for Compensation because of Bodily Injury to the same person, including Compensation Claimed by any person or organization for care, Loss of services, or death resulting at any time from the Bodily Injury, will be deemed to have been made at the time the first of those Claims is made against You.

All Claims for Compensation because of Property Damage causing Loss to the same person or organization will be deemed to have been made at the time the first of those Claims is made against You.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible and Participation Percentage of this Policy.

Special Provisions

1. Right to Defend

We will have the right to defend You against any Suit seeking Compensation for Bodily Injury or Property Damage or Wrongful Act in accordance with General Condition 4 – Defence and Settlement of this Policy. However, We will have no duty to defend You against any Suit seeking Compensation for Bodily Injury or Property Damage or Wrongful Act to which this insurance does not apply. We may, at Our discretion, investigate any Occurrence, Event, and settle any Claim or Suit that may result, but:

1. The amount We will pay as Compensation for Bodily Injury or Property Damage or Wrongful Act is limited to the amount mentioned in the Policy Schedule against each of the above-mentioned Covers.

2. Our right to defends ends when We have used up the applicable limits of insurance in the payment of judgments or settlements under each of the above-mentioned Covers.

2. Compensation for Court Attendance

If You attend court as a witness, at Our request, in connection with a Claim in respect of which You are entitled to indemnity under this Policy, We will provide Compensation to You at the rates as stated in Your Policy Schedule, per day for each day on which attendance is required in respect of:

a) any of Your Director, Officer or partner;

b) any of Your Employee.

The Compensation payable for Court Attendance is not in addition but part of Limits of Liability under the respective Cover.

3. Claim Preparation Costs

We will pay You during the Policy period for reasonable professional fees and such other expenses incurred by You for the preparation of any Claim that is covered under this Policy, provided always that such cover shall not include any Claims Expenses.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions and exclusions of this Policy.

4. Extended Reporting Period

If this Policy is neither renewed nor replaced with an insurance Policy for the same interest Named Insured shall be entitled to an Extended Reporting Period as below from the date of expiry of the Policy provided no insurance is in force during this Extended Reporting Period for the same interest:

i. Number of days as opted by Named Insured and mentioned in Policy Schedule, granted automatically; or

ii. Number of months as opted by Named Insured and mentioned in Policy Schedule, upon payment of an additional premium, as specified in the Policy Schedule as a percentage of the annual premium in effect immediately prior to the expiry of the Policy period.
If the Named Insured elects to purchase a Extended Reporting Period, per item (II) above, then the Named Insured must make any request for a Extended Reporting Period in writing, and pay any applicable additional premium, within 30 days after the expiry of the Policy period. A Extended Reporting Period is not cancellable by the Named Insured and any premium paid for a Extended Reporting Period is non-refundable. No Extended Reporting Period is available if this Policy is cancelled or avoided, or there has been a Transaction prior to the expiry of the Policy period.

5. Limits of Liability

We will only be liable under this Policy for Compensation in respect any Bodily Injury or Property Damage or or Wrongful Act in excess of Deductible and Participation Percentage.

1. The Limits of Liability shown in the Policy Schedule and the rules below specify the maximum We will pay regardless of the number of:
   a) Insureds;
   b) Claims made, or Suits brought; or  
   c) Claimants.

Subject to the following paragraph, Each Occurrence Limit stated in the Policy Schedule is the maximum We will pay in total for the sum of:
   a) all Compensation for all any Bodily Injury or Property Damage or Wrongful Act arising out of any one Occurrence; and
   b) Claims Expenses in connection therewith.

2. The Aggregate Limit stated in the Policy Schedule is the maximum We will pay in total for the Sum of all Compensation for all Bodily Injury or Property Damage or Wrongful Act arising out of all Occurrences during each Policy Year and all Claims Expenses and in connection therewith.

All sums indemnifiable under this Policy for Bodily Injury or Property Damage or Wrongful Act will be paid by Us in the order that such sums are presented to Us for indemnification.

6. Severability

In issuing this Policy We have relied upon the Proposal. No statements made, nor any information or knowledge possessed by You when applying to Us for this insurance, nor Your conduct falling within the General Exclusion 1- Dishonest or Improper Conduct which involves an Insured or Company, shall be imputed by Us to any other Insured.

For the purposes of determining the availability of cover under Insuring Clause 1.3. Company Insurance for Securities Claims, only statements, information and knowledge possessed by any finance Director, chief executive Officer, chief operating Officer, chief legal Officer, managing Director and chairman (or equivalent positions) of the Company shall be imputed to that Company, and the knowledge of the such position holders of the Named Insured will be imputed to any Company.

For the purposes of determining the availability of cover under Insuring Clause 1.4- Company Insurance for Employment claims, only statements, information and knowledge possessed by any finance Director, chief executive Officer, chief operating Officer, chief legal Officer, managing Director or chairman (or equivalent positions) or the most senior human resources Officer or manager (or equivalent position) of the Company shall be imputed to that Company, and the knowledge of the same Officers of the Named Insured will be imputed to all Companies.

7. Non-avoidance

If We are entitled to avoid this Policy from inception or from the time of any variation in cover due to fraudulent non-disclosure or misrepresentation by the Company or one or more Insured, We shall maintain cover for each Insured or Company, subject to all Policy terms, to the extent that such Insured or Company was not involved in or aware of any such conduct. The Insured and Company agree that We are entitled to reduce its liability to nil in respect of those Insured or Company who were involved in or aware of such conduct.
8. Changes in Exposure

8.1. Subsidiary and Auto Acquisition

Cover in respect of any Subsidiary shall apply only to Wrongful Act occurring whilst such entity was a Subsidiary.

If a new Subsidiary is created or acquired during the Policy period which does not fall within Inbuilt Cover 2.11 Automatic New Subsidiary Cover, subject to any additional information required by Us, and any additional premium, terms and conditions We require and the Company accepts, cover under this Policy will be extended to the Directors or Officers of such Subsidiary for a Wrongful Act occurring after the acquisition or creation of such Subsidiary.

If a Subsidiary is sold or disposed of during the Policy Period, cover under this Policy in respect of the Directors or Officers of such entity shall apply only to Wrongful Act occurring prior to it ceasing to be a Subsidiary.

8.2. Duties of the Insured to Report Offering of Securities

If during the Policy period the Company issues or proposes the sale or allocation of Securities that exceeds the amount mentioned in the Policy Schedule then the Company shall provide Us with full information in respect of the said Securities and pay any additional premium and agree any amendment to the provisions requested by Us to obtain cover for such sale or allocation of Securities under this Policy.

General Exclusions

We will not be liable under this Policy in respect of:

1. Dishonest or Improper Conduct which involves an Insured or Company:
   1.1. committing or permitting any wilful breach of duty;
   1.2. committing or permitting any criminal, fraudulent, dishonest or malicious act;
   1.3. knowingly, willfully or recklessly violating any obligation, contract, law or regulation;
   1.4. gaining any personal profit or advantage to which the Insured was not legally entitled; or
   1.5. having been improperly involved in any Securities transaction by using information that is/was not available to other sellers or purchasers of such Securities.
   1.6. Each of the clauses in this Exclusion will only apply where the conduct in question has been established by written admission, court judgment or other final adjudication.

2. Known Prior Matters and Notifications

based on, related or attributable to any fact, circumstance, Claim, Wrongful Act or other matter, which is or are the subject of any:

(i) notification, in whole or part, under any policy which incepted prior to the inception of this Policy, or which alleges or derives from the same or essentially the same facts or circumstances as alleged in such earlier notification; or
(ii) Claim litigation, proceeding or Inquiry which, in whole or part, existed or was pending at the Prior or Pending Date and of which the Insured or the Company had notice, or alleging or derived from the same or essentially the same facts or circumstances as alleged in such prior or pending Claim, litigation, proceeding or Inquiry; or
(iii) Inquiry or Claim made, threatened or intimated against the Insured or Company before the commencement of the Policy period; or
(iv) disclosure to Us in the Proposal, of any Claim, Inquiry, investigation, conduct, fact or matter regardless of how it is expressed; or
(v) knowledge of the Insured or the Company prior to the Continuity Date as mentioned in the Policy Schedule that such might give rise to a Claim or an Inquiry, or where the Insured or the Company ought reasonably have been aware of that potential.

3. Insured versus Insured – USA only

Claims(s) which is or are made or commenced by or on behalf of or at the instigation of the Company or any Insured in the United States of America or its territories. However, this Exclusion shall not apply to:

(i) Claims Expenses;
(ii) any Claim by an Employee alleging an Employment Wrongful Act;
(iii) any Claim or Inquiry brought or maintained by an External Administrator, either directly or on behalf of the
Company, without the instigation, assistance or participation of any Insured or the Company;
(iv) any Claim brought or maintained by an Insured for contribution or indemnity if the Claim directly results from another Claim covered under this Policy;
(v) any Claim made by a past Insured; or
(vi) any shareholder derivative action brought by or maintained on behalf of the Company by any legally empowered entity or person, which is brought without the solicitation, assistance or participation or co-operation of any Insured.

4. **Employee Retirement Income Security Act**
   arising from or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA) and any amendments thereto or similar provisions of any federal, country, state, territory or local statutory law or common law in the United States of America or Canada or any of their territories or possessions.

5. **Bodily Injury and Property Damage**
   for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused or damage to or destruction of any tangible property, including loss of use thereof. However, this Exclusion shall not apply to
   i. Claims for an Employment Wrongful Act to the extent that they are in respect of mental anguish or emotional distress or disturbance.
   ii. Cover for premises liability.

6. **Professional Services**
in respect of the provision of Professional Services by the Company or any Insured to a third party except to the extent that such Claim or Inquiry alleges that the Insured failed to supervise an Employee in the provision of those services. This exclusion shall not apply to any Claim brought or maintained by a Securities holder or group of Securities holders of the Company directly or derivatively without the solicitation, voluntary assistance, or participation of any Insured.

7. **Employed Lawyer**
   We shall not be liable to make any payment arising out of, based upon, or attributable to legal or professional malpractice of any Employed Lawyer, including but not limited to the rendering, or failure to render legal or professional service or advice to others for a fee.

8. **Outside Entity**
   which is made or commenced by or on behalf of, or in the name or by right of, any Outside Entity or any of its Directors or Officers, whether directly or derivatively, or any shareholder of the Outside Entity holding more than 15% of the issued and outstanding voting capital of the Outside Entity, against an Insured for a Wrongful Act with respect to such Outside Entity, unless such Claim is:
   (i) brought and maintained as a derivative action independently of, and without the solicitation, assistance or active participation of, the Outside Entity, the Company or any Insured; or
   (ii) for contribution or indemnity and directly results from another Claim covered under this Policy.

9. **Securities and Exchange Commission**
arising from, attributable to or in any way connected with (directly or indirectly) any actual or alleged violation of any of the provisions of the Securities Act 1933 (USA), the Securities Exchange Act 1934 (USA) or any amendment or re-enactment thereof, or any similar federal or state law, or any common law relating thereto.

10. **Specific Exclusion for Insuring Clause 1.3. Company Insurance for Securities Claims**
    We shall not be liable to make any payment for Loss in connection with any Securities Claim or Inquiry

10.1 **Contract**
    based on, arising from, alleging or attributable to any actual or alleged liability of the Company under any contract, express warranty, guarantee or other statement that relates to the purchase, sale or offer to purchase or sell any Securities; provided that this exclusion shall not apply to liability that would have attached to the Company in the absence of such contract.

10.2 **Pricing**
    based on, arising from, or attributable to any allegation that the Company paid or received an inadequate or unfair price or consideration for any Securities of a company, provided this exclusion shall not apply to Claims Expenses.

11. **Specific Exclusion for– Insuring Clause 1.4 - Company Insurance for Employment Claims**
We shall not be liable to make any payment for Loss in connection with any Claim:

11.1 based on, arising from, alleging or attributable to conduct, facts or matters, including Employment Wrongful Act, which is or are the subject of any Claim, litigation, proceeding or Inquiry, which, in whole or part, existed or was pending at the Employment Practices Prior or Pending Litigation Date or order, decree or judgment entered, against the Company or any Insured on or prior to the Employment Practices Prior or Pending Litigation Date, or alleging or derived from the same or essentially the same facts, circumstances or situation underlying or alleged therein.

11.2 based on, arising from, alleging or attributable to any responsibilities, obligations or duties in respect of any superannuation or pension fund, or any profit sharing or other Employee benefits programme, including but not limited to responsibilities, obligations or duties imposed by the Superannuation Industry (Supervision) Act 1993 (Aust), the Employee Retirement Income Security Act of 1974 (USA), the Fair Labor Standards Act (USA) (except the Equal Pay Act (USA)), the National Labor Relations Act (USA), the Worker Adjustment and Retraining Notification Act (USA), the Consolidated Omnibus Budget Reconciliation Act (USA), the Occupational Safety and Health Act (USA), the Health and Safety at Work Act 1974 (UK), the Pensions Act 1995 (UK) and any amendments thereto or any related or similar law or regulation in any jurisdiction.

11.3 by a past, present or future Director of the Company:
   11.3.1 where the Director is not an Employee;
   11.3.2 where the Director is making the Claim in a capacity other than that of an Employee; or
   11.3.3 to the extent that, where the Director makes a Claim partly in his or her capacity as an Employee, and partly in another capacity, the Loss does not arise out of, is not based upon or is not attributable to the Director’s capacity as an Employee.

11.4 based on, arising from, alleging or attributable to any liability of others assumed by the Company under any contract or agreement; provided that this exclusion shall not apply to liability that would have attached to the Company in the absence of such contract or agreement.

11.5 based upon, arising from, alleging or attributable to an obligation or breach of an obligation, under:
   11.5.1 any law or regulation providing for paid or unpaid leave of any kind;
   11.5.2 any law or regulation regulating salary or wages either during employment or upon termination of employment; or
   11.5.3 any Industrial Instrument;
   11.5.4 or based upon, arising from, alleging or attributable to:
   11.5.5 any breach of contract alleged to occasion, in whole or in part, participation in an unfair contract for which a statutory remedy exists or allegedly exists; or
   11.5.6 any breach of contract resulting from or caused by participation in an unfair contract for which a statutory remedy exists or allegedly exists.

11.6 based upon, arising from, alleging or attributable to any deliberate, wilful or reckless breach of a contract of employment by the Company.

11.7 based on, arising from or attributable to strikes, work-to-rule, work bans, overtime bans, go-slow, picketing, sit-ins, lock-outs, demonstrations or any other industrial action or industrial disputes or other collective action by or on behalf of Employees.

11.8 based on, arising from, alleging or attributable to any assault or assault and battery.

Otherwise the Exclusions in the Policy are deemed to be amended to apply to the cover for the Company under this clause.

12. Asbestos
any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from asbestos or asbestos Products or asbestos contained in any Products. However, this Exclusion does not apply to actual or alleged Loss, cost, expenses or liability where such Loss, cost, expense or liability is not related to asbestos content of goods, materials or Products or completed operations.

13. Damage to Property
Property Damage to:
   i) Property You own, rent or occupy;
ii) Premises You sell, give away or abandon, if the Property Damage arises out of any part of those premises;
iii) Property loaned to you;
iv) Personal property in the care, custody or control of the Insured;
v) That particular part of real property on which You or any contractors or subcontractors working directly or indirectly on Your behalf are performing operations, if the Property Damage arises out of those operations; or
vi) That particular part of any property that must be restored repaired or replaced.

14. Deliberate acts
any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any deliberate act or omission of the Insured or any Employee and which could reasonably have been expected, having regard to the nature and circumstances of such an act or omission.

15. Progressions of known Bodily Injury or Property Damage:
any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising out of Bodily Injury or Property Damage that is a change, continuation or resumption of any injury or damage Deemed Known, before the beginning of the Policy period, to have occurred.

16. Expected or Intended Injury
Bodily Injury or Property Damage expected or intended from the standpoint of the Insured. This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect persons or property.

17. Fines and Penalties
Fines or financial penalties, punitive, exemplary, liquidated, aggravated or multiple damages whether imposed through a court of law, legislation or under a contractual arrangement or otherwise. other than Pecuniary Penalties.

18. Loss of Use
The Loss of use of tangible property which has not been physically damaged or destroyed resulting from:
i) a delay in or lack of performance by You or on Your behalf of any contract; or
ii) the failure of a Product or any work performed by You or on Your behalf, to meet the level of performance, quality, fitness or durability warranted or represented by You. But this exclusion does not apply to Loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Product or work performed by You or on Your behalf after the Product or work has been put to its intended use by any person or organization other than You.

19. Radioactivity
any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from
I. Ionizing radiation or contamination by radioactivity from any nuclear fuel, weapon or waste whether occurring naturally or otherwise;
II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or the storage, transport, assembly, disassembly, maintenance or operation of any nuclear Weapon or nuclear component thereof.
However, this exclusion does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are used or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

20. War and Terrorism
any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, Terrorism or loot, sack or pillage in connection therewith, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

any liability arising from or attributable to any Bodily Injury, Property Damage or in any way involving any Wrongful Act first occurring prior to the Retroactive Date, if any, specified in the Policy Schedule.

22. Prior Claims/ Circumstances
This Insurance does not apply to any Claims, circumstances made prior to the inception of this Policy including any Related Claims thereto, or arising out of, based upon or attributable to a circumstance which has been properly notified under any other policy or certificate of insurance attaching prior to the inception of this Policy including any Related Claims thereto.

23. Employee’s Compensation and Similar Laws
   This insurance does not apply to any obligation of the Insured under any Employee’s Compensation, disability benefits or unemployment Compensation law or any similar law.

24. Employer’s Liability
   1. This insurance does not apply to Bodily Injury to an Employee of the Insured arising out of and in the course of:
      I. employment by the Insured; or
      II. performing duties related to the conduct of the Insured’s Business.
   2. This insurance does not apply to Bodily Injury to the brother, child, parent, sister or spouse of such Employee as a consequence of any injury described in paragraph 1. above.
      Points 1. and 2. above apply:
      I. whether the Insured may be liable as an employer or in any other capacity; and
      II. to any obligation to share damages with or repay someone else who must pay damages because of any injury described in Points 1. and 2. above.

25. Pollution
   arising from or attributable to:
   1. 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
   2. any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants.

26. Sanctions and Limitations
   We shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision or such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

27. Iran Risk Clause
   This Policy does not provide any cover, and does not include any liability to pay any Claim or provide any benefit hereunder, in respect of any risk related to Iran, unless such risk is specifically disclosed and agreed in writing by the insurer.

28. Product and Completed Operations Liability
   We will not pay any Claim arising out of any Product and Completed Operations Liability.

General Conditions

1. Claims Expenses to be Advanced
   In respect of any Claim or Inquiry, We shall pay Claims Expenses or Legal Representation Expenses on behalf of the Insured on an as incurred basis prior to final disposition or adjudication. If at any time a Claim, or part thereof, is deemed not to be covered under this Policy or is found to be excluded, then all such amounts advanced in any respect of any uncovered party or matter, including as determined by condition 5 Allocation, must be returned to Us on demand, by the party not entitled to such cover.

2. Territory and Jurisdiction
   This Policy applies where legally permitted to Wrongful Act committed and Claims made and Inquiries held, anywhere in the world.

3. Deductible and Deductible Return
   The Limit of Liability is payable in excess of any applicable Deductible. The Deductibles applicable are inclusive of all Loss. The applicable Deductible is shown in the Policy Schedule.
   No Deductible will apply to any Claim, and We will reimburse those Claims Expenses incurred by the Insured to the extent not already paid by Us, if:
   i. the Claim is dismissed and without the payment of any monetary consideration by or on behalf of the Insured; or
ii. there is a final judgment of no liability in favour of the Insured, whether by settlement to which has consented or by summary judgment, and without the payment of any monetary consideration by or on behalf of the Insured; or

iii. there is a final judgment of no liability obtained after trial, in favour of the Insured, after the exhaustion of all appeals.

Any reimbursement under this clause will only occur if, 180 days after the date of dismissal or final judgment of no liability is obtained, there is no further Claim brought based on the same or related Wrongful Act or any matters relating to the facts and matters alleged in the relevant Claim.

4. Defence, Co-operation and No Admissions

It shall be the duty of the Insured to defend Claims and arrange for representation at an Inquiry. We shall have the right to effectively associate with the Insured in respect of the conduct and management of any Claim or Inquiry to which this Policy may apply, and to be given the opportunity to consult with the Company and the Insured in relation to proposed action that the Company or Insured may wish to take in relation to such Claim or Inquiry.

Any lawyers or other advisors the Insured propose to appoint shall be approved by Us prior to their appointment. Such approval shall not be unreasonably withheld, including but not limited to the need for separate representation due to any conflicts of interest between the Insured, or between the Insured and the Company.

The Company and the Insured shall not admit liability for or settle any Claim, or incur any Claims Expenses or Legal Representation Costs or other Loss, without Our written consent, such consent not to be unreasonably withheld. We will not be liable for any Loss, settlement, agreement or assumed obligation to which it has not consented in writing, other than as allowed under Inbuilt Cover 2.5 - Emergency Costs Advancement.

The Company and the Insured shall assert all appropriate defences and cross claims for contribution, indemnity or damages. The Company and the Insured shall, at their own cost, co-operate fully with Us and/or its legal representative in relation to the conduct of any Claim or Inquiry, and in relation to Our investigation of the entitlement of the Insured or the Company to indemnity under this Policy.

The Company and the Insured shall do nothing which prejudices Us in respect of a Claim or Inquiry, including but not limited to any subrogated or other rights of recovery.

The Company and the Insured agree that, where more than one Insured and/or the Company is involved in a Claim or Inquiry, We have no obligation to communicate with any other Insured or the Company in relation to that Claim or Inquiry.

5. Allocation

If an Insured or the Company incurs Loss in respect of a Claim which includes both covered and uncovered matters or which is made against both covered and non-covered parties then the Insured or the Company and We shall use their best efforts to agree upon a fair and proper allocation of the proportion of the Loss covered hereunder, having regard to the relative legal and financial exposures. Only Loss incurred by an Insured and in the case of Claims Expenses directly attributable to the defence of an Insured is covered hereunder. Loss incurred by or attributable to the defence of the Company itself is not covered, unless under Insuring clause 1.3. Company Insurance for Securities Claims.

If an allocation cannot be agreed between the Insured or the Company and Us, then the parties agree that it shall be determined, having regard to the relative legal and financial exposures, by an arbitrator to be mutually agreed upon. The costs of any reference to expert determination under this clause shall be borne equally by both the Insured and the Company seeking the determination and the Insurer.

6. Transactions

If during the Policy period a Transaction is effected, the cover provided under this Policy only applies to Wrongful Act or, in the case of an Inquiry, conduct occurring prior to the Transaction becoming effective.

The Named Insured shall give Us written notice of any Transaction as soon as practicable, but not later than 30 days after the effective date of the Transaction.

7. Authorisation

The Named Insured shall act as agent on behalf of the Insured in respect of all matters of any nature relating to or affecting this Policy other than in respect of Inbuilt Cover 2.2 - Protected Excess Limit for Non-Executive Directors. We are entitled to treat the Named Insured as having such authority for all purposes connected with this Policy.

8. Priority of Payments

If payment of Loss is due under this Policy but the amount of such Loss in the aggregate exceeds or may exceed the
remaining available Limit of Liability for this Policy, We are entitled to:

i. first pay such Loss for which coverage is provided under Insuring Clause 1.1 – Directors and Officers and Inbuilt Cover 2.1 – Legal Representation Cost of this Policy then,

ii. to the extent of any remaining amount of the Limit of Liability available after payment under (i) above, pay such Loss for which coverage is provided under any other Insuring Clause of this Policy.

Except as otherwise provided, We may pay Loss as it becomes due without regard to the potential for other future claims under the Policy or future payment obligations under the Policy.

The Company and the Insured agree that, where more than one Insured is entitled to indemnity under the Policy, We are entitled (but not obliged) to make payments in respect of such claims under the Policy in the sequence in which the claims by the Insured are received by it, irrespective of whether such payments might exhaust or erode the Limit of Liability.

9. Admission of Liability

Unless You have obtained Our prior written consent, neither You nor any of Your Employees, agents or others acting on Your behalf may:

a. admit liability, fault or guilt in connection with any Occurrence; or

b. do anything that might be seen as an admission of liability, fault or guilt unless permissible in law; or

c. settle any third-party Claim, even though it may be within the amount of the Deductible and Participation Percentage.

10. Alteration of Risk

Any alteration or addition or change materially affecting the facts or circumstances existing at the commencement of or during the course of this Policy or at any subsequent renewal date, shall be notified to Us as soon as such change comes to Your notice.

We reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

Notice to any agent or knowledge possessed by any agent or any other person with respect to any alteration or addition shall not effect a change in any part of this Policy or prevent Us from asserting any right under the terms of this Policy, nor shall the terms of this Policy be changed, except by endorsement issued by Us and made a part of this Policy.

11. Cancellation

a. Cancellation by Insured

Policy may be cancelled at the option of the insured with Fifteen (15) days’ notice of cancellation and We will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the Policy. The balance premium, if any, will be refundable to the insured.

In case of cancellation of Policy by the insured, premium would be refunded as per below table subject to there being no Claim under the Policy:

<table>
<thead>
<tr>
<th>Period on Risk</th>
<th>% of Premium to be Refunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Exceeding 1 Week</td>
<td>90% of the Annual Premium</td>
</tr>
<tr>
<td>Not Exceeding 1 Month</td>
<td>75% of the Annual Premium</td>
</tr>
<tr>
<td>Not Exceeding 2 Months</td>
<td>65% of the Annual Premium</td>
</tr>
<tr>
<td>Not Exceeding 3 Months</td>
<td>50% of the Annual Premium</td>
</tr>
<tr>
<td>Not Exceeding 4 Months</td>
<td>40% of the Annual Premium</td>
</tr>
<tr>
<td>Not Exceeding 6 Months</td>
<td>25% of the Annual Premium</td>
</tr>
<tr>
<td>Not Exceeding 8 Months</td>
<td>15% of the Annual Premium</td>
</tr>
<tr>
<td>Exceeding 8 Months</td>
<td>0% of the Annual Premium</td>
</tr>
</tbody>
</table>

b. Cancellation by Insurer:

This insurance may also at any time be terminated at the option of the Insurer, on Fifteen (15) days' notice to that effect being given to the Insured on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured and there would be no refund of premium.
c. **Your Policy** will automatically be cancelled from the time **Your Business** becomes insolvent or is wound up or is permanently discontinued or a liquidator, administrator, receiver, manager and / or **Trustee** in bankruptcy is appointed to **You** or any of **Your** assets.

d. No refund of premium shall be due if the **Insured** has made a **Claim** under this **Policy**.

12. **Contract Rights**

Nothing in this **Policy** is intended to confer an enforceable benefit on any **Third Party**, whether pursuant to legislation equivalent to the United Kingdom Contract (Rights of Third Parties) Act 1999 or otherwise.

13. **Defence and Settlements**

We will have the right, but in no case the duty, to take over and conduct in the name of the **Insured** the defence of any **Claim** and will have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and having taken over the defence of any **Claim** may relinquish the same. In the event that We decide that representation by a Lawyer is necessary (such decision to be at **Our** sole discretion) then **You** shall select one of the **Legal Panel** to provide such legal representation. In the event that We, at **Our** sole discretion, chooses to exercise **Our** right pursuant to this condition, no action taken by **Us** in the exercise of such right will serve to modify or expand in any manner **Our** liability or obligations under this **Policy** beyond what **Our** liability or obligations would have been, had it not exercised its rights under this condition.

Irrespective of whether We have exercised **Our** right under this Section to take over the defence of any **Claim**, We shall have the right to recommend that the **Insured** settle such **Claim** for the **Settlement Value**. The **Insured** may decline to settle any **Claim** which We so recommend that it settle; provided, however, that in the event the **Insured** shall elect to contest or continue to contest such **Claim** after We have recommended it be settled, We may withdraw from the matter, and **Our** liability shall not exceed the **Settlement Value** and the amount of **Claims Expenses** incurred with **Our** consent prior to the date on which We first recommended settlement less the applicable **Deductible** and **Participation Percentage**.

We may in the case of any **Claim** pay to the first **Named Insured** the amount of **Our** applicable **Limit of Liability** or **Settlement Value** less **Deductible** and **Participation Percentage**. Upon such payment being made there is no further cover available under the **Policy** for that **Claim** and shall constitute a full and complete release and discharge of **Our** liabilities in respect of all and any such **Loss** whether suffered directly by the **Named Insured** or not.

14. **Dispute Resolution (Arbitration)**

If any dispute or difference shall arise as to the quantum to be paid under the **Policy** (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators. The arbitration shall be conducted in English and the seat and venue of arbitration shall be in India. The arbitration proceedings shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act, as amended from time to time.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitrations as herein before, if the **Insurer** has disputed or not accepted liability under or in respect of this **Policy**.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or **Suit** upon this **Policy** that award by such arbitrator/ arbitrators of the amount of the **Loss** or damage shall be first obtained.

15. **Interpretation**

Words and expressions in the singular shall include the plural, and vice versa. Also, where a term of this **Policy** is not specifically defined, it is agreed that the definition normally attributed to it by any applicable law or business practice shall apply. In this **Policy** capitalised and bolded words have special meaning and are defined.

This **Policy**, its Schedule and any endorsements are one contract in which, unless the context otherwise requires:

(i) headings are descriptive only, not an aid to construction;
(ii) the male includes the female and neuter;
(iii) all references to specific legislation include amendments to and re-enactments of such legislation; and
(iv) references to positions, offices or titles shall include their equivalents in any jurisdiction in which a **Claim** is made or **Inquiry** conducted.
16. Duties in the Event of Occurrence of Circumstance or Claim or Suit

A. Applicable except for Inbuilt Cover Office Premises Liability:

Notification

It is a condition precedent to the Insurer's liability to Loss under this Policy in respect of a Claim or Inquiry that the Insured or Company gives written notice to the Insurer as soon as practicable during the Policy period and, in any event, no later than the expiration date of the Extended Reporting Period if applicable. Notice must be sent to the address mentioned in the Policy Schedule.

Notice of any such Claim or Inquiry must include full particulars, including but not limited to, (i) full details of such Claim or Inquiry (ii) the parties involved and (iii) copies of any documents commencing proceedings, any written notice of any official investigation, Inquiry or investigation.

If during the Policy period or Extended Reporting Period if applicable the Insured or Company shall become aware of any circumstances that might give rise to a Claim or to an Inquiry and as soon as practicable thereafter and in any event during such period gives notice of the same to the Insurer, then any Claim later made or Inquiry later commenced against the Insured shall for the purposes of this Policy be treated as a Claim or Inquiry made during the Policy period or Extended Reporting Period if applicable. A notice of such circumstance must describe as precisely as possible all facts and details including the reasons for anticipating a Claim or Inquiry with full particulars as to dates and persons involved and an estimate of quantum.

B. Applicable to Inbuilt Cover Office Premises Liability:

i) You must notify Us in writing immediately of any Occurrence which may result in a Claim. To the extent possible, notice must include –
   (a) how, when and where the Occurrence took place;
   (b) the names and addresses of any injured persons and witnesses; and
   (c) the nature and location of any injury or damage arising out of the Occurrence.

ii) You must notify Us of any impending prosecution, inquest or fatal accident Inquiry. If a Claim is made or a Suit is brought against You, You must immediately give Us notice of the specifics of the Claim or Suit. You must:
   (a) immediately send Us a copy of any demand, letter, writ, Claim, notice of arbitration, process, notice, summons or legal paper received in connection with the Claim or Suit; and
   (b) retain unaltered and unrepaird any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a Claim under this Policy for such time as We may reasonably require.

iii) Upon Our request You must
   (a) authorize Us to obtain records and other information,
   (b) cooperate with Us in the investigation, settlement or defence of the Claim or Suit; and
   (c) assist Us in the enforcement of any right against any person or organization which may be liable to the Insured because of Bodily Injury or Property Damage to which this insurance may also apply.

iv) When there is an Occurrence which may involve this Policy, the first Named Insured may, without prejudice as to liability, proceed immediately with settlements and pay Claims Expenses with respect to such settlements provided that such settlements and Claims Expenses, in their aggregate, do not exceed the Deductible and Participation Percentage shown in the Schedule. The first Named Insured will promptly notify Us of any such settlements made.

v) Except as provided in the preceding paragraph, no Insureds will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid, without Our consent. If the Insured shall report any Occurrence or Claim knowing such to be false or fraudulent, whether with respect to amount or otherwise, this Policy shall become void as of the date of such report and the insurance hereunder shall be forfeited.

17. Examination of Your Books and Records

We may examine and audit Your books and records as they relate to this Policy at any time during the Policy period and until the later of three years after termination of this Policy or one year after final disposition of all Claims arising out of any Occurrence, provided notice of which has been given under this Policy.
18. Related Claims

If during the Policy period, a Claim is made, or a circumstance is notified in accordance with the requirements of this Policy any Related Claim made after expiry of the Policy period will be accepted by Us as having been:

(i) made at the same time as the notified Claim was made or the relevant circumstance was notified; and

(ii) notified at the same time as the notified Claim or circumstance.

All Related Claims shall be deemed to be one single Claim and deemed to be made at the date of the first Claim of the series or at the first circumstance notified, whichever is first.

19. Governing Law & Jurisdiction

Where legally permissible and subject to all terms and conditions of this Policy, this Policy shall apply to any Claim made against You within Coverage Jurisdiction stated in the Policy Schedule.

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

20. Inspections and Surveys

We have the right, but We are not obligated to:

i) make inspections and/or surveys at any time

ii) give You the reports on the conditions that We find; and

iii) recommend changes

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety or compliance inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, nor do We warrant that conditions are safe or healthful or comply with laws, regulations, codes and standards.

21. Legal Action against Us

No person or organization has a right under this insurance to:

• join Us as a party or otherwise bring Us into a Suit seeking damages from an Insured; or

• a person or organization may sue Us to recover on an Agreed Settlement or on a final judgment against an Insured obtained after an actual trial in a civil proceeding; or

• arbitration or other alternative dispute resolution proceeding; but We will not be liable for any damages, Loss, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organization sues Us on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against Us must be brought in and determined exclusively in the courts of India, subject to first complying with the Arbitration proceedings provisions set out above.

22. Notice

Any notice required to be given under this Policy:

i) By You will be given to Us only by mailing or delivering such notice at the address shown in the Policy Schedule. Notice to Our or Your agent will not constitute notice to Us.

ii) By Us will be given by mailing or delivering such notice to the Named Insured first shown in the Policy Schedule at the address shown therein.

If notice is mailed, proof of mailing will be sufficient proof of notice.

23. Other Insurance

This Policy will only cover Loss to the extent that the amount of such Loss is in excess of any indemnity or cover available to the Insured in respect of that Loss under any other Policy entered into by the Insured or the Company.

This Policy will only cover Loss to the extent that the amount of such Loss is in excess of any indemnity or cover available to the Insured in respect of that Loss under any other policy effected on behalf of the Insured or under which the Insured is a beneficiary (but not a policy to which to which the preceding paragraph applies).

Neither of the two paragraphs immediately above applies to such other insurance that is written only as specific excess insurance over the Limit of Liability provided in this Policy.
24. Fraudulent Claims
If any Insured shall give any notice or Claim cover for any Loss under this Policy knowing such notice or Claim to be false or fraudulent as regards amounts or otherwise, such Loss shall be excluded from cover under the Policy, and the Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this Policy in its entirety, and in such case, all cover for Loss under the Policy shall be forfeited, all premium shall be deemed fully earned and non-refundable and the Named insured shall reimburse the Insurer for any payments made under this Policy.

25. Plurals, Headings and Titles
The descriptions in the headings and titles of this Policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this Policy, words in Bold typeface have special meaning and are defined. Words that are not specifically defined in this Policy have the meaning normally attributed to them.

26. Policy Modifications
This Policy contains all the agreements between You and Us concerning the insurance afforded. This Policy’s terms can be amended or waived only by endorsement issued by Us and made a part of this Policy.

27. Reasonable Care
Without exception, You and Your Employees must take all reasonable steps to prevent incurring any Loss, damage or liability.

28. Renewal
Digit is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the Insured. The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India (“IRDAI”) on the date of renewal for this Product.

29. Sole Agent
The first Named Insured shown in the Policy Schedule shall be the sole agent of all Insured under this Policy for the purposes of:
   i) ascertaining all information requested in the Proposal for this Policy;
   ii) submitting the Proposal and any other underwriting information for this Policy or any renewal hereof;
   iii) giving and receiving any required notice under this Policy;
   iv) effecting or accepting any amendment to, or cancellation of this Policy;
   v) paying all premiums and receiving any return premiums that may become due under this Policy;
   vi) keeping records of the information that We need for premium adjustment and sending Us copies of such records at such times as We may request;
   vii) accepting any sums paid by Us to the Insured in connection with Our liability under this Policy; and
   viii) submission of a dispute to arbitration.

30. Submission means:
   i. each and every signed proposal form, the statements, warranties, and representations therein, its attachments either in physical or in electronic format;
   ii. the financial statements of any Named Insured; and
   iii. other Documents of any Named Insured filed with a regulator and all other material information; submitted to Us in connection with this Policy.

31. Terms
All statements made in the Proposal for this Policy and any material submitted therewith, as a supplement thereto, or required thereby, either in physical or in electronic format are the basis of this Policy and, together with the Policy Schedule and any Endorsements to this Policy, are hereby deemed material and are incorporated into and made a part of this Policy and this Policy is issued in reliance upon such Proposal and other material submitted to Us.

32. Transfer of Rights of Recovery against Others (Subrogation)
You shall take all steps necessary or such steps as are required by Us before or after any payment by Us under this Policy to preserve the rights and remedies which You may have to recover the Loss. If any payment is to be made under this Policy in respect of a Claim, We shall be subrogated to all Your rights of recovery whether or not payment has in fact been made and whether or not You have been fully compensated for its actual Loss. We shall be entitled
33. Transfer of Rights and Duties (Assignment)

Your rights and duties under this Policy may not be transferred without Our written consent except in the case of the death of Insured.

34. Customer Grievance Redressal Policy:

We are committed to extend the best possible services to its customers. However, if You are not satisfied with Our services and wish to lodge a complaint, please feel free to call Our 24X7 Toll free number 1800-258-5956 or You may email to the customer service department at hello@godigit.com. After investigating the matter internally and subsequent closure, We will send Our response.

Senior Citizens can now contact Us on 1800-258-5956 or write to Us at seniors@godigit.com. If You do not get a satisfactory response from Us and You wish to pursue other avenues for redressal of grievances, You may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

<table>
<thead>
<tr>
<th>Office Location</th>
<th>Contact Details</th>
<th>Jurisdiction of Office (Union Territory, District)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AHMEDABAD</td>
<td>Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a></td>
<td>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</td>
</tr>
<tr>
<td>BENGALURU</td>
<td>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: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a></td>
<td>Karnataka.</td>
</tr>
<tr>
<td>BHOPAL</td>
<td>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: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a></td>
<td>Madhya Pradesh, Chhattisgarh.</td>
</tr>
<tr>
<td>BHUBANESHWAR</td>
<td>Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a></td>
<td>Orissa.</td>
</tr>
<tr>
<td>CHANDIGARH</td>
<td>Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706455, Fax: 0172 - 2708274, Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a></td>
<td>Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir, Chandigarh.</td>
</tr>
<tr>
<td>CHENNAI</td>
<td>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: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a></td>
<td>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</td>
</tr>
<tr>
<td>DELHI</td>
<td>Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532, Fax: 011 - 23230858 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a></td>
<td>Delhi.</td>
</tr>
</tbody>
</table>
GUWAHATI  
Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).  
Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email: bimalokpal.guwahati@ecoi.co.in  
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

HYDERABAD  
Tel.: 040 - 65504123 / 23312122, Fax: 040 - 23376599, Email: bimalokpal.hyderabad@ecoi.co.in  
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.

JAIPUR  
Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in  
Rajasthan.

ERNAKULAM  
Tel.: 0484 - 2359338, Fax: 0484 - 2359336, Email: bimalokpal.ernakulam@ecoi.co.in  
Kerala, Lakshadweep, Mahe-a part of Pondicherry.

KOLKATA  
Tel.: 033 - 22124340, Email: bimalokpal.kolkata@ecoi.co.in  
West Bengal, Sikkim, Andaman & Nicobar Islands.

LUCKNOW  
Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.  
Tel.: 0522 - 22124320 / 22124340, Email: bimalokpal.lucknow@ecoi.co.in  

MUMBAI  
Office of the Insurance Ombudsman, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.  
Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in  
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

NOIDA  
Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301.  
Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in  

PATNA  
Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006.  
Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in  
Bihar, Jharkhand.

PUNE  
Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in  
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: GOVERNING BODY OF INSURANCE COUNCIL, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in