Digit Management Liability Policy (Commercial)
UIN: IRDAN158CP0005V01201920
Policy Wordings

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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 Director**s 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 **Employee**s (including the **Employee**s 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.

does 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. <u>For Insuring Clause 1.4 - Company Insurance for Employment Claims</u>

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 Damage**s 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 **Director**s as defined in inbuilt cover - 2.2. Protected Excess Limit for Non-Executive **Director**s.

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** or **Employment 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 **Employee**s 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 **Director**s 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 2.2 Protected Excess Limit** for Non-Executive Directors and **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 **Director**s 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 **Director**s 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, judgements, 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 **Occurrence**s 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 **Officer**s 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-slows, 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. <u>Asbestos</u>

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. <u>Damage to Property</u>

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.

21. Prior Acts

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 **Pollutant**s 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 Employee**s, 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**:

Period on Risk	% of Premium to be Refunded
Not Exceeding 1 Week	90% of the Annual Premium
Not Exceeding 1 Month	75% of the Annual Premium
Not Exceeding 2 Months	65% of the Annual Premium
Not Exceeding 3 Months	50% of the Annual Premium
Not Exceeding 4 Months	40% of the Annual Premium
Not Exceeding 6 Months	25% of the Annual Premium
Not Exceeding 8 Months	15% of the Annual Premium
Exceeding 8 Months	0% of the Annual Premium

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)

The parties to the contract may mutually agree and enter into a separate **Arbitration** Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the **Arbitration** and Conciliation Act, 1996.

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 unrepaired 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 **Insured**s 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 Employee**s 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 to pursue and enforce such rights in the name of an Insured, who, both before and after payment under this **Policy**, shall provide **Us** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. **You** shall do nothing to prejudice **Our** rights under this subrogation clause.

We agree not to exercise any such rights of recovery against any **Employee** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the **Employee**. In its sole discretion, the Insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

Any amounts recovered in accordance with this clause shall be applied in the following order:

(i) to compensate **Us** and **You** for the costs incurred in making the recovery (such payment to be allocated between **Us** and **You** in the same proportions as they have borne the costs thereof); and
(ii) to **Us** up to the amount of the **Loss** paid by **Us**; and
(iii) to **You** in respect of any uninsured element of the **Claim** (including the **Deductible** and **Participation Percentage** under this **Policy**).

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 desk 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.
Email: grievance@godigit.com
For further information, please refer the below link,
https://www.godigit.com/claim/grievance-redressal-procedure
The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting https://bimabharosa.irdai.gov.in/

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.

Address and contact number of Council For Insurance Ombudsman

Sl. No	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-2665 2049
3	BHOPAL	UC of India Zonal Office Blda. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.ca.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200
4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 0172-2773101, 0172-2990938, 0172-2706196, 0172-2707468, 0172-2772101, 0172-2990942
6	CHENNAI	Fatima Akhtar Court, 4th fir 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.in	044-24333668, 044-24333678
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi- 110002.	Email : oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 0361-2632204 0361-2732937, 0361-2632205
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom A. C. Guards. Lakdi-ka-pool, Hyderabad 500004	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 040-23312122 040-23376S99, 040-23328709
10	JAIPUR	Jeevan Nidhi II, Ground Floor Bhawani Singh Road Ambedkar Circle Jaipur -302005.	E-mail: oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi- 682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 0484-2358734, 0484-23S8336

12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.in	033-22124339, 033-22124341
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road, Hazratgani, Lucknow- 226001,	E-mail: oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co.in	022-69038800, 022-69038827 /8829, 022-69038831/8832
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 0120-2514253, 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 061-22547068
17	PUNE	3rd Floor Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 022-20812869

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: inscoun@cioins.co.in
For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on https://www.cioins.co.in/Ombudsman