

## EXCESS FOLLOW FORM FOR DIRECTORS AND OFFICER LIABILITY

### Prospectus

#### **Introduction**

An Excess Follow Form policy provides extra coverage beyond the limits of an Underlying / Primary Directors and Officers liability insurance policy, mirroring its terms and conditions as closely as possible. The product has been designed to create a consistent and seamless coverage program, often used for layering liability insurance policies.

Primary Policy means the first layer of insurance cover specified in the Schedule and issued in respect of the same risk as this policy.

Underlying Insurance means all other insurance policies as specified in the Schedule (including the Primary Policy), which are issued in respect of the same risk as the Primary Policy and which attach before this policy.

#### **Who can take this insurance?**

- All Companies registered under the Companies Act for their Directors and Officers
- All Non-profit organization for their Directors and Officers except for NGO
- All LLP (Limited Liability Partnership) Companies for their Partners and Officers.

#### **What the Policy does not cover?**

The Excess Follow Form shall follow the exclusions of the Primary Policy or Underlying Insurance, as applicable. For complete list of exclusions, please refer the policy wordings

#### **What is the Sum Insured?**

Excess Follow Form for Directors and Officers Liability provides additional financial limits to cover losses beyond the scope of the Primary / Underlying Directors and Officers Insurance Policy, effectively creating a "tower" of coverage.

In Directors and Officers insurance, the sum insured is referred to as Limit of Liability. Limit of Liability in aggregate is the maximum which we will pay for all claims under the policy during the Period of Insurance. The Limit of Liability is to be decided by the Insured based upon their own and industry experience.

#### **TERRITORIAL LIMITS**

The territory limits will follow the policy schedule, policy form as extended.

#### **What to Do in Event of a Claim?**

- Call Zurich Kotak General Insurance Company (India) Limited Call Centre on Toll Free No: 1800-266-4545 OR
- Send Letter via Post / Courier along with details of the loss - as far as practicable OR
- Email us at [care@zurichkotak.com](mailto:care@zurichkotak.com)
- Zurich Kotak General Insurance Company (India) Limited will depute an IRDAI licensed surveyor to attend

to the loss, if required.

- Please provide necessary assistance to surveyor or company officials for finalization of loss.
- Please furnish required documents and any clarifications that may be sought.

## Grievance

For resolution of any query or grievance, You may contact the Our respective branch office or may call toll free number 1800 266 4545 or may write an e- mail at [care@zurichkotak.com](mailto:care@zurichkotak.com).

In case the You are not satisfied with the response, You may contact Our Grievance Officer at [grievanceofficer@zurichkotak.com](mailto:grievanceofficer@zurichkotak.com). In case if You are not satisfied with the solution the Grievance Officer has provided, You can write to [seniorgrievanceofficer@zurichkotak.com](mailto:seniorgrievanceofficer@zurichkotak.com) / [chiefgrievanceofficer@zurichkotak.com](mailto:chiefgrievanceofficer@zurichkotak.com).

However, if the resolution provided by Us is not satisfactory You may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal: <https://bimabharosa.irdai.gov.in>.

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Our website: [www.zurichkotak.com](http://www.zurichkotak.com)

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen [www.cioins.co.in/Ombudsman](http://www.cioins.co.in/Ombudsman).

## Duty of Disclosure:

This Policy is issued in reliance upon the truth and completeness of the declarations, agreements, representations and warranties made in the written Proposal. Such declarations, agreements, representations and warranties are the basis of this Policy and are incorporated into and constituting a part of this Policy.

## Note:

For detailed Coverage, Exclusions, Conditions etc., it is recommended to go through the Specimen copy of the Policy Wording which can be collected from any of our branch or downloaded from company web site.

## STATUTORY WARNING - PROHIBITION OF REBATES (Under Section 41 of Insurance Act 1938)

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property, in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees