

DIRECTORS AND OFFICERS LIABILITY PROTECT

Endorsement Library

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COMPANY CRISIS EXTENSION

In consideration of the premium charged, it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

I. The Schedule is amended as follows:

Section 3. Extensions of cover of the Schedule is amended to include the following:

Extension	Operative	Sub-Limit of Liability	Retention
Company Crisis	Yes	N/A	Xxxx

Company Crisis Event Threshold Amount:

Public Relation Expense Reimbursement:

II. The Policy is amended as follows:

a) Company Crisis Extension is hereby added to Section 2. Extensions of Cover with the following:

Company Crisis

The **Insurer** will reimburse the **Policyholder** for **Public Relations Expenses** the **Policyholder** incurs as a direct result of a **Company Crisis Event** first occurring during the **Period of Insurance**, provided that notification of the relevant **Company Crisis Event** is:

- (i) made to **Insurer** within seven (7) days of the start of a **Company Crisis Event**; and
- (ii) such notice is accepted by the **Insurer**;

A **Company Crisis Event** shall be deemed to first occur when the CEO, CFO or General Counsel (or equivalent) of the **Policyholder** first becomes aware of such **Company Crisis Event**. A **Company Crisis Event** shall conclude once the public relations/crisis management consultant advises the **Policyholder** that such **Company Crisis Event** no longer exists or when the **Sub-Limit of Liability** specified for Public Relation Expense Reimbursement in the Schedule has been exhausted.

The **Insurer** shall not be liable under this Extension for any costs and expenses directly or indirectly arising out of or in connection with a **Cyber Event**

The cover provided under this Extension shall be subject to both the applicable **Sub-Limit of Liability** and **Retention** specified in the Schedule.

(b) The following definition of Company Crisis Event is hereby added to Section 4. Definitions of the Policy

Company Crisis Event

Company Crisis Event means:

- (i) a covered **Claim** being made against an **Insured** under this Policy that the CEO, CFO or General Counsel (or equivalent) of the **Policyholder** and the **Insurer** reasonably believe will exceed in damages the **Company Crisis Event Threshold Amount** specified in the Schedule;
 - (ii) the CEO, CFO or General Counsel (or equivalent) of the **Policyholder** becoming aware of a **Wrongful Act** and together with the **Insurer** reasonably believes it is likely to lead to a covered **Claim** being made against an **Insured** under this Policy resulting in damages in excess of the **Company Crisis Event Threshold Amount** specified in the Schedule.;
- or

- (iii) the announcement of a criminal proceeding against the **Policyholder** or the CEO, CFO or General Counsel (or equivalent) of the **Policyholder**.
- (c) The following definition of Company Crisis Event Threshold Amount is hereby added to Section 4. Definitions of the Policy
Company Crisis Event Threshold Amount
Crisis Event Threshold Amount means the amount specified as such in the Schedule.
- (d) The following definition of Negative Publicity is hereby added to Section 4. Definitions of the Policy
Negative Publicity
Negative Publicity means information related to **Company Crisis Event** which is broadcasted or publicized through two or more media outlets such as newspapers, radio, television, internet, or comparable print, electronic, or broadcast media and has or is likely to materially reduce public confidence in the **Policyholder's** competence, integrity or viability to conduct business.
- (e) The following definition of Public Relations Expenses is hereby added to Section 4. Definitions of the Policy
Public Relations Expenses
Public Relations Expenses means the reasonable and necessary fees and expenses incurred by any an external public relations firm or crisis management firm (who shall not be a law firm) approved in writing by the **Insurer** that is hired by the **Policyholder** to advise the **Policyholder** on minimizing potential harm from **Negative Publicity** by attempting to maintain and/or restore public confidence in the **Policyholder**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE CYBER EVENT EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

- I. The Schedule is amended as follows:

3. Extensions of cover

No.	Extension	Operative	Sub-Limit of Liability	Excess Limit of Liability
2.13	Cyber Event	No	N/A	N/A

- II. The Policy is amended as follows:

Cyber Event exclusion is hereby added to Section 5. Exclusions of the Policy with the following:
 Cyber Event
 relating to or arising out of, based upon, in connection with, attributable to or as a consequence of a **Cyber Event**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EVENT EXCLUSION WITH DEFENCE COSTS CARVE OUT COVER

In consideration of the premium charged, it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

- (i) The Schedule is amended as follows:

3. Extensions of cover

No.	Extension	Operative	Sub-Limit of Liability	Excess Limit of Liability
2.13	Cyber Event	No		
	Education & Training		N/A	N/A
	Loss of Data		N/A	N/A

- (ii) The Policy is amended as follows:
 Cyber Event exclusion is hereby added to Section 5. Exclusions of the Policy with the following:
 Cyber Event relating to or arising out of, based upon, in connection with, attributable to or as a consequence of a **Cyber Event** provided, that the above shall not apply to **Defence Costs**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EVENT EXCLUSION WITH A-SIDE CARVE OUT COVER

In consideration of the premium charged, it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

- (i) The Schedule is amended as follows:

3. Extensions of cover

No.	Extension	Operative	Sub-Limit of Liability	Excess Limit of Liability
2.13	Cyber Event	No		
	Education & Training		N/A	N/A
	Loss of Data		N/A	N/A

- (ii) The Policy is amended as follows:
 Cyber Event exclusion is hereby added to Section 5. Exclusions of the Policy with the following:
 Cyber Event relating to or arising out of, based upon, in connection with, attributable to or as a consequence of a **Cyber Event** provided that the above shall not apply to any **Claim** made against an **Insured Person** which is not **Indemnifiable Financial Loss** by the **Company**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE SECURITIES OFFERING EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that:

- (i) Section 3.4 Public Offering of Securities is hereby deleted in its entirety; and
- (ii) the following exclusion is hereby added to Section 5 Exclusions of the Policy as follows:

Absolute Offering Exclusion

alleging, arising from, based upon, in connection with, attributable to or as a consequence of:

1. a public offering of common stock of the **Company** by the **Policyholder** or any **Subsidiary**, or the sale or distribution of such common stock in connection with such public offering during the **Period of Insurance**, included, but not limited to:
 - a. any **Claim** in connection with the filing of, or any alleged failure to file any statement or public announce under SEBI Act, 1992 or Companies Act, 2013, or any other similar statute, law, rule or regulation in any other jurisdiction;
 - b. any **Claim** that any prospectus, interim statement or public announcement in connection therewith is in violation of the Securities Act of 1933 or the Securities Exchange Act of 1934, any “blue sky” law, or regulation in any other jurisdiction promulgated under any of the foregoing because:
 - i. such prospectus, interim statement or public announcement contains an untrue statement of material fact; or
 - ii. such prospectus, interim statement or public announcement omits a material fact which is required to be stated in the prospectus, interim statement or public announcement, or which is necessary to make the statements in the prospectus, interim statement or public announcement not misleading; or
 - c. any **Claim** in connection with an agreement executed in connection therewith; and
2. any **Claim** in connection with the **Policyholder** or any **Subsidiary**:
 - a. announcing its intention to make, or undergoes, a public offering(s) of its **Securities** on any market or exchange, whether its **Securities** are already traded or not by any means; or
 - b. causing its securities to be listed on any market or exchange on which its **Securities** were not traded as of the inception date, or on the date of renewal, of this Policy; or
 - c. de-listing or changing the listing status or level of any of its **Securities** or increasing any level ADR to either a higher-level ADR or a direct US listing with a requirement to file an annual report form 10K or 20F.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE BANKRUPTCY/INSOLVENCY/CREDITORS EXCLUSION WITH OPTIONAL CARVEBACKS

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Bankruptcy/Insolvency/Creditors

- (1) alleging, arising from, based upon, in connection with, attributable to or as a consequence of:
 - (i) any **Wrongful Act** which is alleged to have led or caused, directly or indirectly, wholly or in part, to the bankruptcy or insolvency of the **Company** or any **Insured**, or to the **Company** filing a petition, or a petition being filed against the **Company** or any **Insured**; or
 - (ii) the **Company** or any **Insured** having sustained **Financial Loss**, directly or indirectly, wholly or in part, to a **Wrongful Act** of any **Insured**, but only if such **Claim** is made after the **Company** or any **Insured** has been determined to be insolvent, or has filed a petition for bankruptcy, or a petition has been filed against it, or the **Company** or any **Insured** has assigned its assets for the benefit of its creditors; or
 - (iii) any actual or alleged inability or refusal of a **Company** to fulfill, in whole or in part, any financial or other obligation it has under any contract or agreement, whether written, oral, express or implied, as a result of the **Company's Financial Impairment**.
- (2) relating to or arising from any **Claim** which is brought by, or on behalf of, or at the instigation of any creditor or debt-holder of the **Company** or any **Insured**, or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to **Claims** alleging misrepresentation in connection with the extension of credit or purchase of a debt instrument, or **Claims** alleging any deterioration in the value of the debt as a result of (wholly or in part) the bankruptcy or insolvency of the **Company** or any **Insured**.

Provided this exclusion shall not apply to the following, if selected:

- to any **Claim** made against an **Insured Person** which is not **Indemnifiable Financial Loss** by the **Company**, in the event a liquidation or reorganization proceeding is commenced by or against the **Company** pursuant to the solvency and Bankruptcy Code (IBC) of 2016, as amended, or any similar foreign, state or local law. Further, the **Company** and the **Insured Persons** hereby (i) waive and release any automatic stay or injunction which may apply in such proceeding to this policy or its proceeds under such bankruptcy law, and (ii) agree not to oppose or object to any efforts by the **Insurer** or any **Insured Person** to obtain relief from any such stay or injunction; or
- any **Wrongful Act** arising from, based upon, in connection with, attributable to or as a consequence of the **Company** or **Insured** filing a petition to restructure debt on behalf of the **Company** or any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BANKRUPTCY/INSOLVENCY/CREDITORS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Bankruptcy, Insolvency and Creditors

- (1) alleging, arising from, based upon, in connection with, attributable to or as a consequence of:
 - (i) any **Wrongful Act** which is alleged to have led or caused, directly or indirectly, wholly or in part, to the bankruptcy or insolvency of the **Company** or any **Insured**, or to the **Company** filing a petition, or a petition being filed against the **Company** or any **Insured**; or
 - (ii) the **Company** or any **Insured** having sustained **Financial Loss**, directly or indirectly, wholly or in part, to a **Wrongful Act** of any **Insured**, but only if such **Claim** is made after the **Company** or any **Insured** has been determined to be insolvent, or has filed a petition for bankruptcy, or a petition has been filed against it, or the **Company** or any **Insured** has assigned its assets for the benefit of its creditors; or
- (2) relating to or arising from any **Claim** which is brought by, or on behalf of, or at the instigation of any creditor or debt-holder of the **Company** or any **Insured**, or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to **Claims** alleging misrepresentation in connection with the extension of credit or purchase of a debt instrument, or **Claims** alleging any deterioration in the value of the debt as a result of (wholly or in part) the bankruptcy or insolvency of the **Company** or any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE BODILY INJURY AND PROPERTY DAMAGE EXCLUSION WITH CARVEBACK

In consideration of the premium charged, it is hereby understood and agreed that Exclusion 5.1 Bodily Injury and Property Damage is deleted in its entirety and replaced by the following:

5.1 Bodily Injury and Property Damage

alleging, arising out of, based upon, in connection with, attributable to or as a consequence of **Bodily Injury** or **Property Damage**, provided that this exclusion shall not apply to mental or emotional distress in connection with an **Employment Practices Claim**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE CONDUCT AMENDATORY EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that Exclusion 5.3. Conduct is deleted in its entirety and replaced by the following:

5.3 Conduct

alleging, arising from, based upon, in connection with, attributable to or as a consequence of:

- 5.3.2 an **Insured** gaining any profit, remuneration or financial benefit or advantage to which such **Insured** was not legally entitled;
- 5.3.3 any **Wrongful Act** which was deliberately committed;
- 5.3.4 the committing of any criminal, dishonest, fraudulent or malicious by an Insured; or
- 5.3.5 any knowing or wilful violation or breach of any statute, regulation or law by an **Insured**, where the conduct referred to in 5.3.1 or 5.3.2 above is determined by:
- (a) a formal written admission by the **Insured**, or
 - (b) a judgment or other final, non-appealable adjudication or proceeding adverse to the **Insured**.

Until such admission or determination, **Defence Costs** shall be advanced by the **Insurer** pursuant to Section 6.2.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORATE MANSLAUGHTER EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

- (i) The following exclusion is hereby added to Section 5 Exclusions of the Policy as follows:
Corporate Manslaughter Proceeding
relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any **Corporate Manslaughter Proceeding**.
- (ii) 2.11 Health and Safety Extension of Section 2 Extensions of Cover of the Policy is hereby deleted and replaced in its entirety with the following:
2.11 Health and Safety
The **Insurer** shall pay to or on behalf of an **Insured Person Financial Loss**, including **Investigation Costs**, arising directly from a **Claim** made or **Investigation** commenced against such **Insured Person**, by an **Official Body** in relation to any alleged breach of workplace health and safety laws.
The cover provided under this extension shall be subject to the applicable **Sub-Limit of Liability** specified in the Schedule.
- (iii) Clause 4.6.5 of Definition 4.6 **Claim** is deleted and replaced in its entirety as follows:
4.6.5 for the purposes of determining cover and the applicability and interpretation of the terms and conditions of Section 3, 5, 6 and 7 of this Policy, the term **Claim** shall also include a **Pre-Claim Event, Investigation, Security Holder Derivative Demand, Securities Claim, Employment Practices Claim, Environmental Claim and Extradition Claim**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EPL ENTITY EXTENSION ENDORSEMENT

In consideration of the premium charged it is hereby understood and agreed that the Schedule and this Policy are amended as follows:

I. The Schedule is amended as follows:

- (a) Section 2. Limit of Liability of the Schedule is amended to include the **Sub-Limit of Liability** below:

Sub-Limit of Liability for Company Employment Practices Claims

for all
Financial Loss covered under this **Policy**, in the aggregate per **Policy Period**, arising from a **Company Employment Practices Claim**

- (b) Section 4. Retentions of the Schedule is amended to include the retentions below:

The following retentions are hereby added to the Schedule as follows:

<p>Company Employment Practices Claim brought or commenced, in whole or in part within the jurisdiction of or pursuant to the laws of the United States of America or its territories or possessions All other Company Employment Practices Claims</p>	<p>each and every Claim and/or Financial Loss</p>
<p>Mass-/Class-/Collective-/Multi-Party Litigation against the Company brought or commenced, in whole or in part within the jurisdiction of or pursuant to the laws of the United States of America or its territories or possessions All other Mass-/Class-/Collective-/Multi-Party Litigation against the Company</p>	<p>each and every Claim and/or Financial Loss each and every Claim and/or Financial Loss each and every Claim and/or Financial Loss</p>

- (c) Section 5. Prior and Pending Date of the Schedule is amended to include the date below:

Company Employment Practices Claim Prior and Pending Date:

II. The Policy is amended as follows:

- (a) Section 1. Insurance Clauses of the Policy is amended to include the following Insurance Clause:
Company Employment Practices Claim

The **Insurer** will pay to or on behalf of the **Company** any **Financial Loss** which arises from an **Employment Practices Claim** made against such **Company**.

The cover provided under this **Company Employment Practices Claim** Insurance Clause, and any cover provided under this Policy for any **Company Employment Practices Claim**, shall be subject to the applicable **Sub-Limit of Liability** specified in the Schedule amended in this endorsement.

- (b) Section 4. Definitions of the Policy is amended with respect to the definitions below:

- (1) The following definition of Company Employment Practices Claim is hereby added to Section 4 Definitions of the Policy as follows:

Company Employment Practices Claim

Company Employment Practices Claim means a **Claim** based upon or alleging an **Employment Practices Wrongful Act**.

The cover provided under this Policy for any **Company Employment Practices Claim** shall be subject to the applicable **Sub-Limit of Liability** specified in the Schedule amended in this endorsement.

For the purposes of this Definition, **Claim** shall not include an administrative or regulatory proceeding commenced or brought against, or an investigation of, the **Company**; provided, however, the term **Claim** shall include a formal administrative or regulatory proceeding commenced or brought against the **Company** if such proceeding is also made, and is continuously maintained, against a **Director or Officer**.

- (2) Definition 4.25 Financial Loss in Section 4 Definitions of the Policy is amended to include the following provision:

Financial Loss, other than **Defence Costs**, with respect to a **Company Employment Practices Claim**, does not include any of the following:

- (i) compensation earned by the claimant in the course of employment but not paid by the **Company** or the **Outside Entity**, including but not limited to any unpaid salary, wages, overtime, bonus, **Stock-based Benefits**, severance or redundancy pay, retirement benefits or pension benefits, under an Employee Benefit Plan or pension scheme, benefits unpaid reimbursement of **Employee** expenses, vacation days or sick days;
- (ii) medical, insurance or other benefits (or the equivalent value thereof) to which the claimant allegedly was entitled or should have been entitled
- (iii) any amount for which the **Insureds** are absolved from payment by any covenant, agreement or court order, including but not limited to any amount stemming from resolution of collective bargaining, union or works council proceedings;
- (iv) amounts owing under or assumed by the **Insured** pursuant to any express written contract or agreement with the **Insured**;
- (v) taxes, fines or penalties imposed by law, other than liquidated damages awarded under the Indian labor laws such as the Equal Remuneration Act, 1976, and Industrial Dispute Act, 1947; similar provisions of law in any other jurisdiction;
- (vi) costs to comply with any consent decree, injunctive, restitutionary, affirmative, interim or other non-monetary relief or any agreement to provide any such relief, including costs associated with any obligation to adjust or adapt any premises, building or machinery or make any other adjustments or reasonable accommodations required by, or as result of, or to conform with the requirements of the Rights of Persons with Disabilities Act, 2016 or any amendments thereto, or replacements thereof, or any jurisdiction's similar federal state, or local statute, regulation, or statutory or common law;
- (vii) any award made in respect of the failure by the **Insured** to inform or consult with **Employee** representatives or workers councils in the event of transfers of undertakings, businesses or parts of undertakings or businesses;
- (viii) any protective award in respect of the failure to comply with the collective consultation process in the event of redundancies;

- (3) Definition 4.28 Insured in Section 4 Definitions of the Policy is deleted in its entirety and replaced with the following:

4.28 Insured

Insured means any:

- 4.28.1 Insured Person;
- 4.28.2 the **Company** and, with respect to any endorsement, those entities defined as **Company** in such endorsement, but only with respect to a

Securities Claim and Company Employment Practices Claim and Extensions 2.13 through 2.15.

- (4) The definition of Mass-/Class-/Collective-/Multi-Party Litigation is added to Section 4 Definitions of the Policy:

Mass-/Class-/Collective-/Multi-Party Litigation

Mass-/Class-/Collective-/Multi-Party Litigation shall mean any **Financial Loss** with respect to threatened, purported, certified or decertified class actions, or any **Claim** brought on behalf of two or more plaintiffs or claimants.

- (5) Definition 4.67 Wrongful Act in Section 4 Definitions of the Policy is deleted in its entirety and replaced with the following:

4.67 Wrongful Act

Wrongful Act means actual, alleged or attempted breach of duty, breach of statutory duty, breach of trust, breach of warranty of authority, neglect, error, misstatement, misleading statement, libel, slander or defamation or any other acts, errors or omissions by:

4.67.1 any **Insured Person** in his or her insured capacity as such, or any matter claimed against such **Insured Person** by reason of his/her status as such; or

4.67.2 the **Company**, but only with respect to a **Securities Claim** and a **Company Employment Practices Claim**.

The term **Wrongful Act** shall also include an **Employment Practices Wrongful Act** and a **Company Employment Practices Wrongful Act**.

- (6) The definition of Stock Based Benefits is added to Section 4 Definitions of the Policy:

Stock Based Benefits

Stock Based Benefits shall mean the value of any actual, beneficial or contingent rights to benefits, incentives or other compensation whose value is imputed or derived in any way from the value of the securities of the **Company** (or an **Outside Entity**), including but not limited to, stock options, stock grants, restricted stock, stock warrants, stock performance shares or units, stock appreciation rights, or phantom stock plans or arrangements.

- (c) Section 5. Exclusions of the Policy is amended with respect to the exclusions below:

- (1) Company Employment Practices Claim Prior and Pending Date exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Company Employment Practices Claim Prior and Pending Date

arising out of, based upon, in connection with, attributable to or as a consequence of any civil, criminal, administrative, regulatory, arbitration, mediation proceeding or **Claim** initiated or commenced against an **Insured** with respect to an **Employment Practices Claim** prior to or pending at the applicable Employment Practices Claim Prior and Pending Date specified in the Schedule amended in this endorsement; or alleging or deriving from the same or essentially the same facts as alleged in such actions.

- (2) Specific Acts Exclusion is added to Section 5. Exclusions of the Policy as follows:

Specific Acts

arising out of, based upon, in connection with, attributable to or as a consequence of any actual or alleged violation of the responsibilities, obligations or duties imposed by any federal, state or local acts, rules or regulations, statutory or common law or amendments thereto anywhere in the world governing:

- (i) retirement benefits, occupational pension schemes or Employee Benefit Plans, including, but not limited to the United States Employee Retirement Income Security Act of 1974 (ERISA; except Section 510 (29 U.S.C. Section 1140) thereof);
- (ii) wage and hour practices, including, but not limited to, off-the-clock work, failure to provide rest or meal periods, failure to reimburse expenses, improper classification of employees as exempt or non-exempt, failure to timely pay wages, conversions, unjust enrichment, minimum wage, or unfair business practices, including, but not limited to the United States Fair Labor Standards Act of 1938 (FLSA; except the Equal Pay Act);
- (iii) the information and consultation of employees through representatives, the rights of employees to engage in, or to refrain from engaging in, union or other collective activities, including but not limited to the Indian labor laws such as the Industrial Disputes Act, 1947, and Trade Unions Act, 1926;
- (iv) any amount payable in respect of contractual or statutory notice periods and/or any amount which would not have been made but for the Insured's failure to give an Employee contractual notice of dismissal required under his or her contract of employment or payment in lieu thereof (including but not limited to termination indemnities and social security or insurance obligations triggered by a failure to honor statutory and/or contractual notice requirements), including, but not limited to the Factories Act, 1948, the Shops and Establishments Act, and provisions under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952;
- (v) occupational health and safety, work-related injuries, illnesses, and occupational fatality;
- (vi) workers' compensation, health insurance coverage, employers liability, unemployment insurance, social security, and disability benefits
- (vii) racketeering, including, but not limited to the violations under the Indian Penal Code (IPC), specifically under provisions related to organized crime and criminal conspiracy, as well as Prevention of Corruption Act, 1988 and Unlawful Activities (Prevention) Act, 1967 (UAPA);
- (viii) false claims in connection with government spending, including, but not limited to the Indian Penal Code

However, this Exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insureds** on account of the claimant's exercise of rights pursuant to any such statute, law, rule or regulation.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAJOR SHAREHOLDER EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Major Shareholder

relating to or arising from any **Claim** against any **Insured** which are made by an individual(s) or entity/ies that owns or controls (whether legally or beneficially, directly or indirectly) % or more of the outstanding voting stock of the **Company** (hereinafter “**Major Shareholder**”); or by any securityholder of the **Company** whether directly or derivatively, unless such securityholder’s **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of or intervention of any **Major Shareholder**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARENT EXCLUSION (ABSOLUTE)

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

- (i) The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:
- (ii)

Parent Company

alleging, relating to, arising from, based upon, in connection with, attributable to or as a consequence of any **Claim** which is:

- (i) brought by, or on behalf of, or at the instigation of or against the **Parent Company** (listed below); or
- (ii) brought by, or on behalf of, or at the instigation of or against any directors, officers or employees of the **Parent Company**; or
- (iii) brought by, or on behalf of, or at the instigation of any security holder of the **Parent Company**, whether directly or derivatively.

- (iii) Parent Company is hereby listed below:

Parent Company:

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENSION FUNDS TRUSTEES AND OFFICERS EXTENSIONS

In consideration of the premium charged, it is hereby understood and agreed that, for purposes of this endorsement, the Policy is hereby amended as follows:

- I. The definition of **Subsidiary** is amended to include the following:

- (1)
- (2)
- (3)

hereinafter referred to as **Pension Funds**.

- II. The definition 4.29 **Insured Person** is amended to include the following provision:

a trustee or officer of a Pension Fund but only for **Wrongful Acts** in their respective capacities as trustees and officers of such **Pension Funds**.

III. The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Pension Fund

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of:

- a) the failure to comply with directions, and/or opinions of recognised experts, auditors and/or the supervisory authorities of the above-mentioned **Pension Funds**;
- b) the investment of the **Pension Funds'** capital if such **Claims** are resulting from external factors including but not limited to fluctuations or a drop in the value, poor performance or the speculative nature of such investments;
- c) irregularities in paying out or receiving money;
- d) cash deficits;
- e) mysterious disappearance of money, securities or other valuables;
- f) the **Company's** or an **Insured Person's** performance of or failure to perform professional services for others for a fee or any act, error or omission relating thereto;
- g) a **Claim** brought by or on behalf of the **Policyholder** or any of its **Subsidiaries**;
- h) discrimination in violation of any law;
- i) failure to fund a pension fund or the failure to collect contributions owed to the pension fund; except that this exclusion shall not apply to **Defence Costs**;
- j) any **Wrongful Act** with respect to **Pension Funds** taking place at any time when the **Policyholder** did not sponsor or own such **Pension Fund** or when the **Insured Person** was not a director, officer or employee of the **Company**;
- k) a **Claim** brought in the United States of America or Canada or any territories or possessions thereof.

IV. Definition 4.25 Financial Loss is amended to include the following provision:

Financial Loss shall not include **Benefits**, or that portion of any settlement or award in an amount equal to such **Benefits**, unless and to the extent that recovery of such **Benefits** is based upon a covered **Wrongful Act** and is payable as a personal obligation of an **Insured Person**.

V. The following subsection is added to Section 3. Changes in Risk

Changes in Pension Funds

If during the **Period of Insurance**, any changes of the **Pension Funds'** objects and aims, of legal form and/or articles or by-laws occurs, the **Policyholder** shall provide notice to the **Insurer** in writing within 30 days of such changes or before the expiry of the **Period of Insurance**, whichever occurs first.

VI. The definition of **Benefits** is added to the Policy as follows:

Benefits

Benefits shall mean any obligation under any **Pension Plan** to a participant or beneficiary under a **Pension Plan** which is a payment of money or property, or the grant of a privilege, right, option or perquisite.

VII. Section 7.1 Aggregate and Additional Limit of Liability is amended to include the following provision:

The maximum limit of the **Insurer's** liability for all **Financial Loss**, in the aggregate, under this endorsement shall be . This **Sub-Limit of Liability** shall be part of and not in addition to the **Limit of Liability** of this Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

PENSION TRUSTEE EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Pension Trustee

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of the infringement of or violation of any responsibilities, obligations or duties imposed by: (i) the US Employee Retirement Income Security Act of 1974 (or any amendment thereof), except for Section 510, or (ii) any similar regulations or provisions in the United States or any territories or possessions thereof or any other country or jurisdiction around the world concerning pension, profit sharing or employee benefit programs or social compensation plans arising under foreign, Federal, State, Provincial or local statutory laws or which relate in any way thereto, including the UK Pensions Act 1995; or (iii) any statute, regulation or common law whilst acting in the capacity of trustee of any pension or superannuation trust, plan or scheme operated by or at the behest of: (i) the **Company** or (ii) any **Outside Entity** for their respective employees.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION with Non Indemnifiable Loss of Insured Person carve-out

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

Pollution exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Pollution

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any

Environmental Claim

- (a) actual, alleged or threatened exposure to, or generation, transportation, discharge, emission, dispersal, release, escape, treatment, storage, removal or disposal of any pollutants or other irritants or contaminants; or
- (b) regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

provided, however, that this exclusion shall not apply to **Financial Loss** which is not **Indemnifiable Financial Loss** relating to or arising out of any **Claim** against an **Insured Person**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROSPECTUS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

Prospectus exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Prospectus

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any actual or alleged **Wrongful Act**, misrepresentations or non-disclosure(s) in any written or oral statement(s), including, but not limited to any offering document, registration statement, prospectus, offering circular, or other document or statement in connection with or relating to any actual or proposed public offering of **Securities** of the **Company**, including any negotiations, discussions, decisions or presentations in connection with such actual or proposed public offering of such **Securities** of the **Company**, as well as any failure to file any document required to be filed with the Securities and Exchange Board of India (SEBI) or the Reserve Bank of India (RBI), or any equivalent body in any other applicable jurisdiction. or the equivalent body in any other applicable jurisdiction.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OFFERING OF SECURITIES EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

Public Offering exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Public Offering

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of the public offering of the **Company** scheduled below.

<u>Issuing Company</u>	<u>Filing Date</u>	<u>Registration Statement No.</u>
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It is further understood and agreed that with respect to any **Claim** under this Policy for which coverage is provided by one or more other policies issued by the **Insurer** (or would be provided but for the exhaustion of the limit of liability or the applicability of the retention amount or deductible or the failure of the **Insured** to submit a notice of a **Claim**), the **Limit of Liability** provided by virtue of this Policy shall be reduced by the limit of liability provided by said other **Insurer** policy.

Nothing contained in this endorsement shall be construed to increase the **Limit of Liability** of this Policy.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECURITIES CLAIMS EXCLUSION – ABSOLUTE

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

Securities Claims exclusion is hereby added to Section 5. Exclusions of the Policy as follows:

Securities Claims

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any **Securities Claim** made against any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

US SECURITIES CLAIMS EXCLUSION – ABSOLUTE

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added to Section 5 Exclusions of the Policy as follows:

US Securities Claims

relating to or arising out of, based upon, in connection with, attributable to or as a consequence of any **US Securities Claim** made against any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED COMPANY DEFINITION (FOR FI D&O)

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following definition is hereby deleted and changed as per Section 4.8 Definitions of the Policy as follows:

4.8 Company

Company means:

1.1.1. the **Policyholder**;

1.1.2. any **Subsidiary**; and

1.1.3. any charitable foundation or charitable trust established and controlled by the **Company**.

Company does not include an **Investment Fund**, an **Investment Entity**, any pension or superannuation fund, trust or scheme.

For the purpose of this endorsement, following definition is added to the policy.

1.2. Investment Entity

Investment Entity means any entity whose equity securities are not registered to trade and have not traded in a public market, in which one or more **Investment Funds** holds or held a debt or equity interest or has performed or is performing due diligence in anticipation of making an investment of its capital in such entity.

1.3. Investment Fund

Investment Fund means any trust, investment trust, investment fund, fund of fund, investment management company (open or closed ended), special purpose vehicle, managed investment scheme, partnership, undertaking for collective investment, private equity or venture capital fund, real estate fund, sub-fund, compartment, mandate or other similar fund or entity sponsored, created, promoted or managed by the **Policyholder** or a **Subsidiary** provided that this definition shall not include any pension or superannuation fund, pension trust or scheme or employees benefit plan.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

PROFESSIONAL SERVICES EXCLUSION (FOR FI D&O)

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added as per Section 5 Exclusions of the Policy as follows:

Professional Services

alleging, arising out of, based upon, in connection with, attributable to or as a consequence of the **Company's** or any **Outside Entity's** or any **Insured's** performance of or failure to perform **Professional Services**, or any act(s), error(s) or omission(s) relating thereto.

This exclusion shall not apply to any **Claim** made and maintained by one or more shareholders of the **Company** or an **Outside Entity** (in the form of a shareholder class, direct or derivative action on behalf or in the name of the **Company** or an **Outside Entity**, or its equivalent) against an **Insured** alleging failure to supervise those who performed or failed to perform such **Professional Services** or activities, provided that such **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, the **Company**, an **Outside Entity** or any **Insured**.

For the Purpose of this exclusion, following definition is added to the policy

Professional Services

Professional Services means services performed or required to be performed by an **Insured** for or on behalf of a customer of that **Insured**, pursuant to an agreement between such customer and that **Insured**, for a fee, commission or other monetary consideration or remuneration which is for the benefit of that **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED.

MONEY LAUNDERING AND FINANCIAL CRIME EXCLUSION (FOR FI D&O)

In consideration of the premium charged, it is hereby understood and agreed that this Policy is amended as follows:

The following exclusion is hereby added as per Section 5 Exclusions of the Policy as follows:

arising out of, based upon, in connection with, attributable to or as a consequence of **Money Laundering or Related Financial Crime**.

Save that, with respect to Insurance Clause 1.1 only, the **Insurer** shall advance **Defence Costs** pursuant to Section 6.2 until it is admitted or determined that such **Money Laundering or Related Financial Crime** did in fact occur by a formal written admission by the **Insured** or a judgment or other final, non-appealable adjudication or proceeding adverse to the **Insured**.

For the Purpose of this exclusion, following definition is added to the policy

Money Laundering or Related Financial Crime means the actual, attempted or alleged:

- (a) conspiracy to commit,
 - (b) commission of, or
 - (c) aiding, abetting, counselling, procuring, or inciting,
- the movement of illicit cash or cash equivalent proceeds including any act which is in breach of and/or constitutes an offence or offences under:
- (i) any legislation which implements or is designed to implement the Prevention of Money Laundering Act, 2002 (PMLA), on prevention of the use of the financial system for the purpose of money laundering, as amended, and/or any offence under the International Convention for the Suppression of the Financing of Terrorism; or
 - (ii) any similar legislation anywhere in the world including but not limited to Foreign Exchange Management Act, 1999 (FEMA) and offenses under the Indian Penal Code (IPC) related to financial crimes.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY REMAIN UNCHANGED

NOTE: The foregoing is only an indication of the cover offered. For details, please refer to the Policy document /wordings, available on request

LIST OF EXTENSIONS/ENDORSEMENTS:

S.No	Name of Extension/Endorsement	UIN
1	Company Crisis Extension	IRDAN152CPLB0440V01202526/A0458V01202526
2	Absolute Cyber Event Exclusion	IRDAN152CPLB0440V01202526/A0459V01202526
3	Cyber Event Exclusion with Defence Costs Carve Out Cover	IRDAN152CPLB0440V01202526/A0460V01202526
4	Cyber Event Exclusion with A-Side Carve Out Cover	IRDAN152CPLB0440V01202526/A0461V01202526
5	Absolute Securities Offering Exclusion	IRDAN152CPLB0440V01202526/A0462V01202526
6	Absolute Bankruptcy/Insolvency/Creditors Exclusion with Optional Carvebacks	IRDAN152CPLB0440V01202526/A0463V01202526
7	Bankruptcy/Insolvency/Creditors Exclusion	IRDAN152CPLB0440V01202526/A0464V01202526
8	Absolute Bodily Injury and Property Damage Exclusion With Carveback	IRDAN152CPLB0440V01202526/A0465V01202526
9	Absolute Conduct Amendatory Exclusion	IRDAN152CPLB0440V01202526/A0466V01202526
10	Corporate Manslaughter Exclusion	IRDAN152CPLB0440V01202526/A0467V01202526
11	EPL Entity Extension Endorsement	IRDAN152CPLB0440V01202526/A0468V01202526
12	Major Shareholder Exclusion	IRDAN152CPLB0440V01202526/A0469V01202526

13	Parent Exclusion (Absolute)	IRDAN152CPLB0440V01202526/A0470V01202526
14	Pension Funds Trustees and Officers Extensions	IRDAN152CPLB0440V01202526/A0471V01202526
15	Pension Trustee Exclusion	IRDAN152CPLB0440V01202526/A0472V01202526
16	Pollution Exclusion with Non Indemnifiable Loss of Insured Person Carve-Out	IRDAN152CPLB0440V01202526/A0473V01202526
17	Prospectus Exclusion	IRDAN152CPLB0440V01202526/A0474V01202526
18	Public Offering of Securities Exclusion	IRDAN152CPLB0440V01202526/A0475V01202526
19	Securities Claims Exclusion – Absolute	IRDAN152CPLB0440V01202526/A0476V01202526
20	US Securities Claims Exclusion – Absolute	IRDAN152CPLB0440V01202526/A0477V01202526
21	Amended Company Definition (For FI D&O)	IRDAN152CPLB0440V01202526/A0478V01202526
22	Professional Services Exclusion (For FI D&O)	IRDAN152CPLB0440V01202526/A0479V01202526
23	Money Laundering and Financial Crime Exclusion (For FI D&O)	IRDAN152CPLB0440V01202526/A0480V01202526