



HDFC Chubb General Insurance Company Limited

Annexure MFAP- 3A

HDFC CHUBB GENERAL INSURANCE COMPANY LIMITED

A stock insurance company
Incorporated under the Companies Act, 1956
(Herein called the Company)
5th Floor, Express Towers, Nariman Point, Mumbai 400 021
Tel: (91) 22 5638-3600 Fax: (91) 22 5638-3699

**SCHEDULE
MUTUAL FUND ASSET PROTECTION
POLICY**

POLICY NUMBER: _____ **PREMIUM : Rs.** _____

ITEM 1. (A) ORGANISATION:
(B) ADDRESS:

THIS IS A CLAIMS MADE POLICY. EXCEPT AS OTHERWISE PROVIDED, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENCE COSTS, AND DEFENCE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT. PLEASE READ THE ENTIRE POLICY CAREFULLY.

ITEM 2. (A) INSURED MUTUAL FUND:
(B) INSURED TRUSTEE:
(C) INSURED INVESTMENT MANAGER:

ITEM 2.A Insuring Agreement 1.D deleted (Yes/No)

ITEM 3. POLICY PERIOD: From: _____ To: _____
Local time at the address shown in Item 1(B).

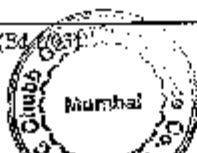
ITEM 4. AGGREGATE LIMIT OF LIABILITY:

ITEM 5. DEDUCTIBLE AMOUNT:
Insuring Agreements 1. A., B., C. Rs. _____
Insuring Agreement 1.D.2 Rs. _____

ITEM 6. PENDING OR PRIOR DATE:

ITEM 7. EXTENDED REPORTING PERIOD: (A) Additional Premium: Rs. _____
(B) Additional Period: _____

ITEM 8. ENDORSEMENTS EFFECTIVE AT INCEPTION:





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ITEM 9. TERMINATION OF PRIOR POLICIES:

IN WITNESS WHEREOF, THE COMPANY has caused this **Policy** to be signed by its Authorised Employee.

Date

Authorised Employee





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In consideration of payment of the premium and subject to the Schedule, General Terms and Conditions, and limitations, conditions, provisions and other terms of this Policy the Company and the Insured agree as follows:

I. INSURING AGREEMENTS

A. MUTUAL FUND INDEMNIFICATION COVERAGE

The Company shall pay on behalf of the Insured Mutual Fund, Loss which the Insured Mutual Fund becomes obligated to pay as a result of indemnification provided to an Insured Trustee or an Insured Investment Manager pursuant to the Investment Management Agreement, common law or statutory law, on account of any Claim first made against the Insured Trustee or the Insured Investment Manager during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act in the performance of Professional Services, including the failure to perform Professional Services but only if such Claim is reported to the Company in writing in the manner and within the time provided in Section IV of this Policy.

B. TRUSTEES PROFESSIONAL INDEMNITY COVERAGE

The Company shall pay on behalf of the Insured Trustee, Loss which the Insured Trustee becomes legally obligated to pay on account of any Claim first made against the Insured Trustee during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act in the performance of Professional Services, including the failure to perform Professional Services but only if such Claim is reported to the Company in writing in the manner and within the time provided in Section IV of this Policy.

C. INVESTMENT MANAGERS PROFESSIONAL INDEMNITY COVERAGE

The Company shall pay on behalf of the Insured Investment Manager, Loss which the Insured Investment Manager becomes legally obligated to pay on account of any Claim first made against the Insured Investment Manager during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act in the performance of Professional Services, including the failure to perform Professional Services but only if such Claim is reported to the Company in writing in the manner and within the time provided in Section IV of this Policy.

D. INSURED INVESTMENT MANAGER OR INSURED TRUSTEE DIRECTORS' AND OFFICERS' LIABILITY AND COMPANY REIMBURSEMENT COVERAGE

1. The Company shall pay on behalf of each Insured Person, Loss for which the Insured Person is not indemnified by the Insured Trustee or Insured Investment Manager and which the Insured Person becomes legally obligated to pay on account of any Claim first made against such Insured Person, individually or otherwise, during the Policy Period, or, if exercised, during the Extended Reporting Period, for a Wrongful Act but only if such Claim is reported to the Company in writing in the manner and within the time provided in Section IV of this Policy.

2. The Company shall pay on behalf of the Insured Trustee or Insured Investment Manager, Loss for which the Insured Trustee, Insured Investment Manager or Insured Mutual Fund grants indemnification to each Insured Person, as permitted or required by law, which the Insured Person becomes legally obligated to pay on account of any Claim first made against such Insured Person, individually or otherwise, during the Policy Period or, if exercised, the Extended Reporting Period, for a





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Wrongful Act, but only if such **Claim** is reported to the Company in writing in the manner and within the time provided in Section IV of this **Policy**.

II. EXTENDED REPORTING PERIOD

If this **Policy** is terminated or non-renewed for any reason, other than termination by the Company for non-payment of premium, then the **Insureds** shall have the right, upon payment of the additional premium set forth in Item 7(A) of the Schedule, to an extension of the coverage granted by this **Policy** for **Claims** first made during the period (the "Extended Reporting Period") set forth in Item 7(B) of the Schedule following the effective date of termination or non-renewal, but only to the extent that such **Claims** are for **Wrongful Acts** occurring before the effective date of termination or non-renewal. This right of extension shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the Company within thirty (30) days following the effective date of non-renewal or termination. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy** Period. If the Extended Reporting Period is purchased, the entire premium noted in Item 7(A) of the Schedule shall be deemed fully earned at the inception of the Extended Reporting Period.

The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

III. EXCLUSIONS

A. The Company shall not be liable for **Loss** on account of any **Claim**:

1. based upon, arising from, or in consequence of any circumstance if written notice of such circumstance has been given under any policy of which this **Policy** is a renewal or replacement or which it may succeed in time;
2. based upon, arising from or in consequence of any **Demand**, suit or other proceeding pending against, or order, decree or judgment entered for or against any **Insured** on or prior to the Pending or Prior Date set forth in the Item 6 of the Schedule, or the same or substantially the same fact underlying or alleged therein;
3. brought or maintained by or on behalf of any of **Insured** or an **Affiliated Person**, except and to the extent that such **Claim** is:
 - a. a **Claim** brought or maintained by an **Insured Person** for contribution or indemnity, if the **Claim** directly results from another **Claim** covered under this **Policy**; or
 - b. a **Claim** brought or maintained by an **Insured Trustee** for and on behalf of unitholders of an **Insured Mutual Fund** where, in the opinion of independent counsel selected by and at the expense of such **Insured Trustee**, (subject to the Company's prior consent, such consent not to be unreasonably withheld) the failure to make such **Claim** would result in a breach of duty of such **Insured Trustee**;
 - c. a **Claim** brought or maintained by an **Insured Person** for the actual or alleged wrongful employment termination of the **Insured Person**;
 - d. a **Claim** that is a derivative action brought or maintained on behalf of an **Insured Trustee** or **Insured Investment Manager** by one or more persons who are not **Insured Persons** and





- who bring and maintain the **Claim** without the solicitation, assistance or participation of any **Insured Person**;
- e. a **Claim** that is caused to be brought against the **Insured Trustee** or the **Insured Investment Manager** pursuant to Chapter VI of the Indian Companies Act, 1956, as amended.
4. for bodily injury, emotional distress, mental anguish, sickness, disease or death of any person, or for damage to or destruction of any tangible property including loss of use thereof;
5. based upon, arising from or in consequence of:
- a. any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, escape, seepage, migration, dispersal, treatment, removal or disposal of any **Pollutants**; or
- b. any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**; or
- i) any action taken in contemplation or anticipation of any such regulation, order, direction or request; or
- ii) any voluntary decision to do so;
- including but not limited to any **Claim** for financial loss to any **Insured**, its security holders or its creditors based upon, arising from or in consequence of any matters described in a. and b. of this exclusion;
6. based upon, arising from or in consequence of the liability of a party, other than an **Insured**, assumed by an **Insured** pursuant to a contract, including without limitation any contract formed electronically pursuant to the Indian Information Technology Act 2000, as amended, or otherwise, except liability for **Loss** that the **Insured** would have had in the absence of such contract;
7. based upon, arising from or in consequence of any breach of contract, if a judgment or other final adjudication adverse to such **Insured** establishes any intentional breach of such contract;
8. for an actual, or alleged violation of the responsibilities, obligations or duties imposed by the U.S Employee Retirement Income Act of 1974, the Indian Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Indian Employees State Insurance Act, 1948, the Indian Payment of Bonus Act, 1965, the Indian Payment of Gratuity Act, 1972, the Indian Maternity Benefits Act, 1961 and the Indian Factories Act, 1961, all as amended, or similar provisions of any country, state, territory or local law anywhere in the world, as respects any pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing benefits to employees of the **Insured Trustee** or **Insured Investment Manager**;
9. based upon, arising from or in consequence of any actions of any person acting as a **Dealer** for the **Insured Mutual Fund**;
10. based upon, arising from or in consequence of a **Claim** brought or maintained by any security holder of any **Insured Trustee** or **Insured Investment Manager** or any **Affiliated Person** thereof in their capacity as such;
11. based upon, arising from, relating to, in consequence of, or in any way involving:





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- a. the underwriting, securitising, syndicating, promoting, or market-making of any debt or equity security or other evidence of indebtedness, or any loan or other extension of credit, or any other investment banking activity;
- b. the rendering of advice or recommendations regarding any actual, attempted or threatened merger, acquisition, divestiture, tender offer, proxy contest, leveraged buy-out, going private transaction, insolvency proceeding, re-organisation, capital restructuring, re-capitalisation, spin-offs, primary or secondary offerings of debt or equity securities or other evidence of indebtedness, dissolution or sale of all or substantially all of the assets or stock of a business entity or any effort to raise or furnish capital or financing for any enterprise or entity.

However, this Exclusion 11.b. shall not apply to the rendering of advice or recommendations regarding any securities or property owned by or on behalf of an **Insured Mutual Fund**;

- c. the rendering of a fair valuation report or a fairness opinion regarding the valuation of any assets or business entity not held by or on behalf of the **Insured Mutual Fund**; or
- d. any acquisition or sale of securities by the **Insured Investment Manager** or **Insured Trustee** for their own account;

or any disclosure requirements in connection with any of the foregoing;

12. based upon, arising from, or in consequence of the insolvency, conservatorship, receivership, winding-up, bankruptcy or liquidation of any bank or banking firm, investment company, investment banker or any broker or dealer in securities or commodities, or other such organisations of a similar nature, or the failure to pay or suspension of payment by such entities.
13. for defamation, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, assault or battery;
14. based upon, arising from, or in consequence of:
 - (a) the committing in fact of any deliberately fraudulent act or omission or any willful violation of any statute or regulation by an **Insured Trustee** or **Insured Investment Manager** or by **Insured Person**; or
 - (b) an **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled;

as evidenced by (A) any written statement or written document by an **Insured** or (B) any judgment or ruling in any judicial, administrative or alternative dispute resolution proceeding.

IV. SEVERABILITY OF EXCLUSIONS

With respect to the exclusions in this **Policy**, in order to determine if coverage is available:

- (a) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person**; and
- (b) only facts pertaining to and knowledge possessed by any past, present or future chief executive officer, chief financial officer, in-house general counsel, president, managing director or





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chairperson of an **Insured Trustee** or **Insured Investment Manager** shall be imputed to such **Insured Trustee** or **Insured Investment Manager**.

V. PRESUMPTIVE INDEMNIFICATION

If the **Organisation**:

- a. fails or refuses, other than for reason of **Financial Impairment**, to indemnify the **Insured Person** for **Loss**; and
- b. is permitted or required to indemnify the **Insured Person** for such **Loss**, pursuant to applicable law, without regard to the by-laws, shareholder or board of director resolutions, charter or contracts of the **Organisation** then, notwithstanding any other conditions, provisions or terms of this **Policy** to the contrary, any payment by the Company of such **Loss** shall be subject to:
 - i. the applicable Insuring Clause **Deductible Amount** set forth in **ITEM 5** of the **Schedule**; and
 - ii. all of the **Exclusions** in this **Policy**.

VI. REPORTING, NOTICE AND CLAIMS PROCEDURE

- A. The **Insured** shall, as a condition precedent to exercising any right to coverage under this **Policy**, give to the Company written notice of any **Claim** as soon as practicable, but in no event later than the earliest of the following dates:
- (a) sixty (60) days after the date on which any **Insured Trustee's** or **Insured Investment Manager's** chief executive officer, chief financial officer, in-house general counsel, president, managing director or chairperson first becomes aware that the **Claim** has been made; or
 - (b) if this **Policy** expires (or is otherwise terminated) without being renewed and if no **Extended Reporting Period** is purchased, sixty (60) days after the effective date of such expiration or termination; or
 - (c) the expiration date of the **Extended Reporting Period**, if purchased;

provided that if the Company sends written notice to the **Organisation**, at any time before the date set forth in item (a) above with respect to any **Claim**, stating that this **Policy** is being terminated for non-payment of premium, the **Insured** shall give the Company written notice of such **Claim** prior to the effective date of such termination.

B. If, during the **Policy Period**, an **Insured**:

- i) becomes aware of circumstances which could give rise to a **Claim** and gives written notice of such circumstances to the Company; or
- ii) receives a written request to toll or waive a statute of limitations applicable to **Wrongful Acts** occurring before or during the **Policy Period** and gives written notice of such request and of such alleged **Wrongful Acts** to the Company;

then any **Claim** subsequently arising from the circumstances referred to in i) or from the **Wrongful Acts** referred to in ii) above shall be deemed to have first been made during the **Policy Period** in which the written notice described in i) or ii) was first given by an **Insured** to the Company as set forth





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in this section. With respect to any such subsequent **Claim**, no coverage under this **Policy** shall apply to loss incurred prior to the date such subsequent **Claim** is actually made.

C. In order to make a **Claim** or to provide notice of circumstances, the **Insured** shall, as a condition precedent to exercising any right under this **Policy**, provide written notice of a **Claim** or circumstances to the Company. This written notice shall include:

1. a description of the **Claim** or circumstances;
2. the nature of any alleged **Wrongful Acts**;
3. the nature of the alleged or potential damage;
4. the names of all actual or potential claimants;
5. the names of all actual or potential defendants; and
6. the manner in which such **Insured** first became aware of the **Claim** or circumstances.

D. In addition to and in support of the written notice of **Claim** or circumstances, the **Insureds** shall provide to the Company any and all documents relevant to such **Claim** or circumstances, including but not limited to internal or external records of any kind, correspondence, legal documents or other documents as the Company may deem necessary for the handling of the **Claim**. The **Insureds** shall further extend to the Company such cooperation as the Company may reasonably require in the handling of the **Claim**.

Such complete written notice and supporting documentation shall form the basis of the Company's assessment of the **Claim**.

E. Notices to the Company under this **Policy** shall be given in writing addressed as:

(a) for notice of a **Claim** or circumstances which could give rise to a **Claim**:

Claims Department Manager

HDFC Chubb General Insurance Company Limited,
5th Floor, Express Towers
Nariman Point
Mumbai 400 021
India

(b) for all other notices:

Specialty Insurance Department
HDFC Chubb General Insurance Company Limited
5th Floor
Express Towers
Nariman Point
Mumbai 400 021
India

Such notice shall be effective on the date of receipt by the Company at such address.





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VII. AGGREGATE LIMIT OF LIABILITY AND DEDUCTIBLE AMOUNT

- A. The Company's liability shall apply to that part of each **Loss** which is excess of the applicable **Deductible Amount** set forth in Item 5 of the Schedule. Such **Deductible Amount** shall be borne by the **Insureds** uninsured and at their own risk. If different parts of a single **Claim** are subject to different **Deductible Amounts**, then the applicable **Deductible Amount** shall be applied separately to each part of such **Claim**, but the sum of such **Deductible Amounts** shall not exceed the largest applicable **Deductible Amount**.
- B. The Company's aggregate liability for all **Loss** on account of all **Claims** first made during the **Policy Period**, whether covered under one or more Insuring Clauses, shall be the **Aggregate Limit of Liability** set forth in Item 4 of the Schedule.
- C. **Defence Costs** are part of, and not in addition to, the **Aggregate Limit of Liability** set forth in Item 4 of the Schedule, and the payment by the Company of **Defence Costs** shall reduce and may exhaust such **Aggregate Limit of Liability**.
- D. All **Related Claims** shall be treated as a single **Claim** first made on the date the earliest of such **Related Claims** was first made, or on the date the earliest of such **Related Claims** is treated as having been made in accordance with Section VI of this **Policy**, regardless of whether such date is before or during the **Policy Period**.
- E. The limit of liability available during the **Extended Reporting Period**, if exercised, shall be the remaining portion, if any, of the **Aggregate Limit of Liability** provided in the immediately preceding **Policy Period**.

VIII. DEFENCE AND SETTLEMENT

- A. It shall be the duty of the **Insured** and not the duty of the Company to defend any **Claim** made against the **Insured**. The **Insured** shall have the sole obligation to retain defence counsel, which shall be subject to the prior written approval of the Company.
- B. The **Insured** agrees not to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent. The Company shall in no event be liable for any element of **Loss** incurred, for any obligation assumed, or for any admission made, by an **Insured** without the Company's prior written consent.
- C. With respect to any **Claim** that appears reasonable likely to be covered in whole or in part under this **Policy**, the Company shall have the right and shall be given the opportunity to effectively associate with, and to be consulted in advance by, the **Insured** regarding the investigation, defence and settlement of such **Claim**, including but not limited to selecting appropriate defence counsel and negotiating any settlement. The Company may make any investigation it deems necessary and may, with the prior written consent of the **Organisation**, on behalf of the **Insured**, make any settlement of a **Claim** it deems expedient.
- D. The **Insured** agrees to provide the Company with all information, assistance and co-operation which the Company reasonably requests and agrees that in the event of a **Claim** the **Insured** will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.





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- E. The Company shall advance **Defence Costs** on a current basis. Any advancement of **Defence Costs** under this **Policy** shall be repaid to the Company by the **Insureds**, severally according to their respective interests, if and to the extent it is determined that such **Defence Costs** are not insured under this **Policy**.
- F. With respect to any consents required under this section, (a) provided the **Insured** complies with the obligations set forth in this section, the Company shall not unreasonably withhold its consent; and (b) the **Insured** shall not unreasonably withhold such consent.

IX. ALLOCATION

If both **Loss** covered by this **Policy** and loss not covered by this **Policy** is incurred, either because a **Claim** against the **Insured** includes both covered and uncovered matters or covered and uncovered parties, then the **Insured** and the Company shall allocate such amount between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of the parties to covered and uncovered matters and, in the event of a settlement in such **Claim**, also based upon the relative benefits to the parties from such settlement. The Company shall not be liable under this **Policy** for the portion of such amount allocated to uncovered loss.

If the **Insured** and the Company agree upon an allocation of **Defence Costs**, then the Company shall advance on a current basis **Defence Costs** allocated to covered **Loss**.

If the **Insured** and the Company cannot agree on an allocation:

- A. no presumption as to what allocation should be made shall exist in any arbitration, suit or other proceeding;
- B. the Company shall advance on a current basis **Defence Costs** which the Company believes to be covered under this **Policy**, until a different allocation is negotiated, arbitrated or judicially determined; and
- C. the Company, if requested by the **Insured**, shall submit the dispute to binding arbitration in accordance with Section XII of this **Policy**.

Any negotiated, arbitrated or judicially determined allocation of **Defence Costs** on account of a **Claim** shall be applied retroactively to all **Defence Costs** on account of such **Claim**, notwithstanding any prior advancement to the contrary. Any allocation or advancement of **Defence Costs** on account of a **Claim** shall not apply to or create any presumption with respect to the allocation of other **Loss** on account of such **Claim**.

As a condition of any payment of **Defence Costs** the Company may, at its sole option, require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defence Costs** paid to or on behalf of any **Insured** if it is finally determined that **Loss** incurred by such **Insured** would not be covered.





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X. GENERAL TERMS AND CONDITIONS

A. ALTERATION AND ASSIGNMENT

No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written **Policy** endorsement which is signed by an authorised employee of HDFC Chubb General Insurance Company Limited.

B. AUTHORISATION CLAUSE

By acceptance of this **Policy**, the **Insured** and the **Organisation** agree that the **Organisation** shall act on behalf of all **Insureds** with respect to the giving and receiving notice of **Claim** or termination, cancellation, non-renewal, the payment of premiums and the receiving any return premiums that may become due under this **Policy**, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this **Policy** and each **Insured** agrees that the **Organisation** shall act on their behalf.

C. CHANGES IN EXPOSURE

1. If before or during the **Policy Period** any **Insured Trustee** or **Insured Investment Manager** acquires any organisation by merger into or consolidation with the **Insured Trustee** or **Insured Investment Manager**, then such organisation and its directors, officers and employees shall be an **Insured** under this **Policy** but only with respect to **Wrongful Acts** occurring after such acquisition or creation unless the Company agrees, after presentation of a complete proposal and all other appropriate information, to provide coverage by way of endorsement for **Wrongful Acts** occurring before such acquisition or creation. The Company may require an additional reasonable premium and/or revised coverage terms.
2. If (a) the **Insured Trustee** or **Insured Investment Manager** merges into or consolidates with another organisation, or (b) another organisation or person or group of organisations and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by the other organisation(s) or person(s) of more than 50% of the outstanding securities representing the present right to vote for the election of directors of the **Insured Trustee** or **Insured Investment Manager**, or (c) the **Insured Trustee** or **Insured Investment Manager** completely ceases to actively engage in its primary business (cessation), or (d) upon the **Financial Impairment** of the **Insured Trustee** or **Insured Investment Manager**, then coverage under this **Policy** shall continue until termination of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** occurring prior to such merger, consolidation, acquisition, cessation or **Financial Impairment**. The **Insured Trustee** or **Insured Investment Manager** shall give written notice of such merger, consolidation, acquisition or cessation to the Company as soon as practicable together with such information as the Company may require. The full annual premium of the **Policy Period** shall be deemed fully earned immediately upon the occurrence of any event outlined in items (a) through (d) above.
3. If any **Insured Mutual Fund** is subject to or participates in (a) an acquisition, merger, liquidation, or consolidation, or (b) a change of an **Insured Mutual Fund's Manager** or **Trustee**, or (c) a material change in an **Insured Mutual Fund's Investment Management Agreement**, prospectus, or offering memorandum, then coverage under this **Policy** shall continue only if the **Insured Mutual Fund** provides notice in writing to the Company as soon as practicable and only if the Company agrees to continue such coverage. The Company may require an additional reasonable premium and/or revised coverage terms.





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D. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES

Subject to the Schedule, General Terms and Conditions, limitations, provisions and other terms of this **Policy**, and any amendments thereto, coverage shall extend to **Claims for Wrongful Acts** of any **Insured Person** made against:

- (a) the estates, heirs, legal representatives or assigns of any **Insured Person** who is deceased, and against the legal representatives or assigns of any **Insured Person** who is incompetent, insolvent or bankrupt; and
- (b) the lawful spouse of such **Insured Person** solely by reason of such person's status as a spouse of such spouse's ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**.

All terms and conditions of this **Policy**, including without limitation the **Deductible Amount**, applicable to **Loss** incurred by the **Insured Person**, shall also apply to loss incurred by the estates, heirs, legal representatives, assigns and spouses of such **Insured Person**. The coverage provided under this section shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns or spouse.

E. OTHER INSURANCE

If any **Loss** under this **Policy** is insured under any other valid policy, prior or current, then this **Policy** shall cover such **Loss**, subject to its Schedule, General Terms and Conditions, limitations, provisions and other terms only to the extent that the amount of such **Loss** is in excess of the applicable retention or deductible and the limit of liability under such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the **Aggregate Limit of Liability** provided in this **Policy**. Any payment by the **Insured** of a retention or deductible under such other insurance shall deplete, by the amount of such payment, the applicable **Deductible Amount** under this **Policy**.

F. REPRESENTATIONS & SEVERABILITY

In issuing this **Policy**, the Company has relied upon the statements, representations and information in the **Proposal** for this **Policy**. All of the **Insureds** acknowledge and agree that all such statements, representations and information:

- (a) are true and accurate;
- (b) were made or provided in order to induce the Company to issue this **Policy**; and
- (c) are material to the Company's acceptance of the risk to which this **Policy** applies.

In the event that any of the statements, representations or information in the **Proposal** are not true and accurate, this **Policy** shall be void with respect to:

any **Insured** who knew as of the effective date of the **Proposal** the facts that were not truthfully and accurately disclosed (whether or not the **Insured** knew of such untruthful disclosure in the **Proposal**) or to whom knowledge of such facts is imputed; and





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- ii) the **Insured Trustee or Insured Investment Manager** to the extent it indemnifies an **Insured Person** who had such actual or imputed knowledge.

For purposes of the preceding paragraph:

- (a) the knowledge of any **Insured Person** who is a past, present or future chief financial officer, in-house general counsel, president, chief executive officer, chairperson or managing director of any **Insured Trustee or Insured Investment Manager** shall be imputed to such **Insured Trustee or Insured Investment Manager**;
- (b) except as provided in (a) above, the knowledge of an **Insured Person** who did not sign the **Proposal** shall not be imputed to any other **Insured**.

G. SUBROGATION

In the event of any payment under this **Policy**, the Company shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit in the name of any **Insured**.

H. TERMINATION OF POLICY

This **Policy** shall terminate in its entirety at the earliest of the following times:

1. sixty (60) days after receipt by the **Organisation** of the Company's written notice of non-renewal. Such notice shall be in conformance with the applicable laws and regulations;
2. upon expiration of the **Policy Period** as set forth in Item 3 of the **Schedule**;
3. at such other time as may be agreed upon by the Company and the **Organisation**;
4. ten (10) days after the receipt by the **Organisation** of a written notice of termination from the Company, in the event of non-payment of premium, unless the premium is paid within such ten (10) day period; or
5. upon receipt by the **Organisation** of a written notice of termination from the Company for any other reason, stating when thereafter termination shall be effective.

The Company shall refund the unearned premium computed at customary short rates if this **Policy** is terminated in its entirety by the **Organisation**. Under any other circumstances, the refund shall be computed pro rata.

The Company shall have no obligation to renew this **Policy** upon its expiration or termination.





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I. BANKRUPTCY OR INSOLVENCY

Bankruptcy, winding-up, receivership or insolvency of an **Insured** or of the estate of an **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights under this **Policy**.

J. VALUATION AND FOREIGN CURRENCY

All premiums, limits, deductibles, **Loss**, and other amounts under this **Policy** are expressed and payable in Indian currency. If a judgment is rendered, settlement is denominated or any element of **Loss** under this **Policy** is stated in a currency other than Indian Rupees, then payment under this **Policy** shall be made in Indian Rupees at the cash rate of exchange published by the Reserve Bank of India on the date the final judgment is entered, the amount of the settlement is agreed upon or any element of **Loss** is due, respectively.

K. TERRITORY, CHOICE OF LAW AND JURISDICTION

Coverage shall extend to **Claims** anywhere in the world.

The construction, interpretation, meaning and enforcement of the provisions of this **Policy** shall be determined in accordance with and governed by the laws of the Republic of India. Except as otherwise provided in Section X of this policy, any disputes relating to the construction, interpretation, meaning and enforcement of this **Policy** shall be submitted to the exclusive jurisdiction of the Indian Courts.

The provisions of this **Policy** shall be read subject to the provision of any statute governing the construction of this **Policy** and if the provisions of this **Policy** are inconsistent with the statute then the provisions of this **Policy** shall be deemed to be amended so as to comply with the statute.

XI. DEFINITIONS

When used in this **Policy**:

A. **Affiliated Person** means:

1. any entity which directly or indirectly owns 20% or more of the voting stock of any **Insured Trustee** or **Insured Investment Manager**; or
2. any entity which is owned by an **Insured Trustee** or **Insured Investment Manager** where such **Insured Trustee** or **Insured Investment Manager** owns 20% or more of such entity; or
3. any entity, which directly or indirectly controls, is controlled by, or under common control with, an **Insured Trustee** or **Insured Investment Manager**.

B. **Aggregate Limit of Liability** means the amount set forth in Item 4 of the Schedule for each **Policy Period**.

C. **Broker** means a **Stockbroker** or **Sub-broker**.

Claim means:





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1. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading;
2. a criminal proceeding commenced by a summons or charge;
3. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges or similar document or by the entry of a formal order of investigation or similar document; or

3. a **Demand**;

against an **Insured** for a **Wrongful Act**, including any appeal therefrom.

A **Claim** shall be deemed to have been made against an **Insured** on the date such **Insured** first received a written **Demand**, notice of a judicial or administrative proceeding is served upon such **Insured** in any country, state, territory or local court or administrative agency, or the date such **Insured** first received written notice regarding the filing of a notice of charges, formal civil administrative or civil regulatory proceeding or similar document from a country, state, territory or local regulatory agency.

- E. **Dealer** means any person engaged in the business of buying and selling securities for his own account, through a **Broker** or otherwise, but does not include a bank. **Dealer** shall not include any person insofar as he buys or sells securities for his own account, either individually or in some fiduciary capacity, but not as a part of a regular business. **Dealer** shall include any person acting as such under any similar provisions of any country, state, territory or local statutory law or common law anywhere in the world.
- F. **Deductible Amount** means that amount set forth in Item 6 of the Schedule.
- G. **Defence Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees after court taxation, if applicable, and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of any director, trustee, officer or employee of the **Insured**) incurred in defending or investigating **Claims** and the premium for appeal, attachment or similar bonds.
- H. **Demand** means a written request of an **Insured** by a third party, which seeks specific monetary damages based upon the existence of facts that would create a cause of action in a court of law.
- I. **Financial Impairment** means the status of the **Insured Trustee** or **Insured Investment Manager** resulting from (a) the appointment by any state or central agency, tribunal or court, or by an creditor, of any receiver and manager, including but not limited to a receiver appointed by the court under Order 40, Rule (1) of the Indian Code of Civil Procedure 1908, as amended, judicial manager, administrator, conservator, liquidator, including but not limited to any liquidator appointed under Sections 449 and 450 of the Indian Companies Act, 1956, as amended, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Insured Trustee** or **Insured Investment Manager**; or (b) the **Insured Trustee** or **Insured Investment Manager** becoming a debtor in possession under the United States bankruptcy law or an equivalent status under the laws of any other country; or (c) a referral being made to the Board of Industrial and Financial Reconstruction under the provisions of the Indian Sick Industrial Companies (Special Provisions) Act, 1985, as amended.





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- J. **Insured** means the **Insured Trustee, Insured Investment Manager, Insured Persons** and/or **Insured Mutual Fund**.
- K. **Insured Capacity** means the position or capacity described in the definition of '**Insured Person**' held by an **Insured Person** but shall not include any position or capacity in any organisation other than the **Insured Trustee** or **Insured Investment Manager**, even if the **Insured Trustee** or the **Insured Investment Manager** directed or requested the **Insured Person** to serve in such other position or capacity.
- L. **Insured Investment Manager** means the entity listed in Item 2.(C) of the Schedule while acting in the capacity of an **Investment Manager** to an **Insured Mutual Fund** and any past, present, or future director, officer or employee while acting solely in their capacity as such.
- M. **Insured Mutual Fund** means the mutual fund scheme listed in Item 2.(A) of the Schedule.
- N. **Insured Person** means (a) all natural persons who were, now are, or shall be directors or officers of the **Insured Trustee** or **Insured Investment Manager** or (b) employees of the **Insured Investment Manager** or **Insured Trustee**, but solely for coverage provided by Insuring Clauses 1.B TRUSTEES PROFESSIONAL INDEMNITY COVERAGE and 1.C INVESTMENT MANAGERS PROFESSIONAL INDEMNITY COVERAGE.
- O. **Insured Trustee** means the entity listed in Item 2.(B) of the Schedule while acting in the capacity of a **Trustee** of an **Insured Mutual Fund** and any past, present, or future director, officer or employee while acting solely in their capacity as such.
- P. **Interrelated Wrongful Acts** means all **Wrongful Acts** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.
- Q. **Investment Management Agreement**, means a written agreement between an **Insured Investment Manager** and an **Insured Trustee** which governs the relationship between the two in respect of the operation of an **Insured Mutual Fund**, and which is approved by the Securities and Exchange Board of India or such other authority as may be required.
- R. **Investment Manager** means any company formed and registered under the Indian Companies Act, 1956, as amended, and approved by the Securities and Exchange Board of India to act as an asset management company, as defined under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, as amended.
- S. **Loss** means the total amount which an **Insured** becomes legally obligated to pay on account of any covered **Claim**, including, but not limited to damages, judgments, settlements, pre-judgment and post-judgment interest and **Defence Costs**. **Loss** does not include:
1. any amount not indemnified by the **Insured Trustee** or **Insured Investment Manager** for which the **Insured Person** is absolved from payment by reason of any covenant, agreement, or court order;
 2. fines, penalties, sanctions or taxes imposed by law, including but not limited to punitive or exemplary damages, or the multiplied portion of any multiplied damage award;





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3. any amount incurred by the **Insured Trustee, Insured Investment Manager or Insured Mutual Fund** (including their board of directors or any committee of the board of directors) in connection with the investigation or evaluation of any **Claim** or potential **Claim** by or on behalf of the **Insured Trustee, Insured Investment Manager or Insured Mutual Fund**. Provided that this section does not apply to costs incurred by an **Insured Trustee** in obtaining the opinion of independent counsel in accordance with Section III. Exclusions, exception 3.b;
 4. for any amount allocated to uncovered loss pursuant to Section VII. Allocation, of this **Policy**;
 5. any amount incurred by an **Insured** in a proceeding or investigation that is not then a **Claim** even if such:
 - (i) amount also benefits the defence of a **Claim**; or
 - (ii) proceeding or investigation subsequently gives rise to a **Claim**; or
 6. matters uninsurable under the law pursuant to which this **Policy** is construed.
- T. **Organisation**, means that entity set forth in Item f of the Schedule.
- U. **Policy** means the Schedule, proposal (including all attachments and materials submitted with the proposal), **Policy**, Sections I through XIII inclusive, and any endorsements or amendments thereto.
- V. **Policy Period** means the period noted in Item 4 of the Schedule, subject to prior termination in accordance with this **Policy**. If the period is less than or greater than one (1) year, then the Aggregate Limit of Liability specified in Item of the Schedule shall be the Company's maximum liability under this **Policy** for the entire period. If the Extended Reporting Period is exercised, it shall be part of the **Policy Period** and not an additional **Policy Period**.
- W. **Pollutants** means any substances located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by an environmental protection agency (including but not limited to the United States Environmental Protection Agency) or a country, state, territory, county, municipality or local counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, or smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odour, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products and any noise.
- X. **Professional Services** shall mean:
- With respect to an **Insured Trustee**, only those services performed or required to be performed by an **Insured Trustee** solely in its capacity as a **Trustee** for or on behalf of an **Insured Mutual Fund**.
- With respect to an **Insured Investment Manager**, only those services performed or required to be performed by an **Insured Investment Manager** solely in its capacity as an **Investment Manager** for or on behalf of an **Insured Mutual Fund** pursuant to an **Investment Management Agreement**.
- Proposal** means all signed proposals, including attachments and materials incorporated therein, submitted by the **Insured** to the Company for this **Policy** or any **Policy** issued by the Company of which this **Policy** is a direct or indirect renewal or replacement. All such proposals, attachments and materials are deemed attached to, incorporated into and made a part of this **Policy**.





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- Z. **Related Claims** means all **Claims** for **Wrongful Acts** and **Interrelated Wrongful Acts**.
- AA. **Stockbroker** means a member of a stock exchange, within the meaning of the Securities and Exchange Board of India (Stockbrokers and Sub-brokers) Rules, 1992, as amended.
- BB. **Sub-broker** means any person, not being a member of a stock exchange, who acts on behalf of a **Stockbroker** as an agent or otherwise for assisting investors in buying, selling or dealing in securities through such **Stockbroker**, as contemplated under the Securities and Exchange Board of India (Stockbrokers and Sub-brokers) Rules, 1992, as amended.
- CC. **Trustee** means a Board of Trustees or entity that is a trustee company, duly constituted pursuant to a **Trust Deed** under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, as amended, who holds the property of an **Insured Mutual Fund** in trust for the benefit of unit holders.
- DD. **Trust Deed** means the written instrument which creates a trust that is an **Insured Mutual Fund** under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, as amended, and which is duly registered as such under the Indian Registration Act, 1908, as amended.
- EE. **Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted:
- (a) with respect to Insuring Agreement I.A., by an **Insured Trustee** or **Insured Investment Manager**;
 - (b) with respect to Insuring Agreement I.B., by an **Insured Trustee**;
 - (c) with respect to Insuring Agreement I.C., by an **Insured Investment Manager**; or
 - (d) with respect to Insuring Agreement I.D., by an **Insured Person**, individually or otherwise, in an **Insured Capacity**.

For the purposes of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

XII. GRIEVANCE REDRESSAL & ARBITRATION

Any Insured who has a grievance against the Company arising under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of any amounts payable under this Policy, may, personally or through their legal heirs, make a complaint in writing to the Indian Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998, as amended. Provided that, in accordance with Rule 16(2) of the Ombudsman Rules, any compensation awarded by the Ombudsman will be limited to the lower of the amount necessary to cover the loss suffered by the Insured as a direct consequence of the insured peril or Rupees Twenty Lakhs only (Rs. 20 lakhs), inclusive of any ex-gratia and other expenses. At the prior written request of the Insured, the Company shall make available a copy of said Rules to such Insured.

Any and all disputes or differences which may arise under, out of, in connection with or in relation of this Policy, or to its existence, validity or termination, or to the determination of any amounts payable under this Policy, shall be referred for resolution by binding arbitration at Mumbai, in accordance with the provisions of





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the Indian Arbitration and Conciliation Act, 1996, as amended. Provided, however, that no such dispute or difference shall be referred to arbitration, if the same is already the subject matter of a complaint pending before the Insurance Ombudsman. Should the dispute or difference which is the subject matter of complaint before the Insurance Ombudsman not be resolved in that forum, then such dispute or difference will be referred to binding arbitration, in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended.

Arbitration shall be conducted as follows:

- (i) All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared.
- (ii) Within thirty (30) days after the Company or the Insured issues notice under this Section, the parties shall each appoint one arbitrator. The two arbitrators shall appoint a third arbitrator, who shall serve as the presiding arbitrator.
- (iii) The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.
- (iv) The arbitrators shall have the power to give injunctive relief and such other relief to the extent appropriate.
- (v) The arbitrators shall have the power to award interest up to the date of payment of any monies due under the award. The arbitrators shall have no authority to award punitive or exemplary damages.
- (vi) The parties shall each bear their own costs associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator.
- (vii) When any dispute is under arbitration, except for the matters under dispute the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Policy.
- (viii) Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

XIII. FRAUD

- (A) Any person who, knowingly and with intent to defraud the Company or other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which will render the Policy voidable at the Company's sole discretion and result in a denial of insurance benefits.
- (B) If a Claim is in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or any fraudulent means or devices are used by the Insured, policyholder, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this Policy, or if any false statutory declaration is made or used in support thereof, or if loss is occasioned by or through the procurement or with the knowledge or connivance of the Insured, policyholder, beneficiary, claimant or other person, then all benefits under this Policy are forfeited.





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Annexure CI :

HDFC CHUBB GENERAL INSURANCE COMPANY LIMITED

A stock insurance company
Incorporated under the Companies Act, 1956
(Herein call the Company)
5TH Floor, Express Towers, Nariman Point, Mumbai 400 021
Tel: (91) 22 5638-3600 Fax: (91) 22 5638-3699

**SCHEDULE
CRIME INSURANCE POLICY**

Item 1. Name and Address of Insured: Policy Number:

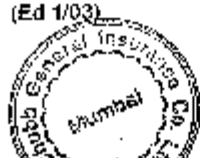
Premium: Rs. _____

Item 2. Limits of Liability:
Employee Theft Coverage Rs. _____
Premises Coverage Rs. _____
Transit Coverage Rs. _____
Depositors Forgery Coverage Rs. _____

Item 3. Deductible Amounts:
each and every loss
Employee Theft Coverage Rs. _____
Premises Coverage Rs. _____
Transit Coverage Rs. _____
Depositors Forgery Coverage Rs. _____
Employee Benefit Plans Rs. _____

Such deductible amounts shall not be cumulative. The maximum deductible amount applicable to any one loss shall not exceed the largest deductible amount set forth above.

Item 4. Territory:
Item 5. Employee Benefit Plans included as insured:
Item 6. Policy Period: From 12:01 a.m. on
To 12:01 a.m. on
Item 7. Endorsement(s) Effective at Inception:





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Item 8. Termination of Prior Bond(s) or Policy(ies):

In witness whereof, the Company has caused this policy to be signed by its Authorised Employee.

Date

Authorised Employee

In consideration of payment of the premium and subject to the Schedule, the limitations, conditions, provisions and other terms of this policy, the Company and the **Insured** agree as follows:

SECTION 1. INSURING CLAUSES

INSURING CLAUSE 1 - EMPLOYEE THEFT COVERAGE

1.1 The Company shall be liable for direct losses of **Money, Securities** or other property caused by **Theft** or forgery by any identifiable **Employee** of any **Insured** acting alone or in collusion with others.

INSURING CLAUSE 2 - PREMISES COVERAGE

1.2 The Company shall be liable for direct losses caused by the actual destruction, disappearance, wrongful abstraction or **Computer Theft of Money or Securities** within or from the **Premises, Banking Premises** or night depository chute or safe maintained by any bank or trust company.

Coverage under this Insuring Clause shall also include:

- (A) loss of or damage to other property by **Robbery** or attempt thereof within the **Premises,**
- (B) loss of or damage to such property contained within any safe which results from **Safe Burglary** or attempt thereof within the **Premises,**
- (C) damage to a locked safe, cash drawer, cash box or cash register within the **Premises** by felonious entry or attempt thereof or loss by felonious abstraction of such container from within the **Premises;** and
- (D) damage to the **Premises** resulting from such **Safe Burglary** or **Robbery.**

INSURING CLAUSE 3 - TRANSIT COVERAGE

1.3 The Company shall be liable for direct losses caused by the actual destruction, disappearance or wrongful abstraction of **Money or Securities** outside the **Premises,** while being conveyed by the **Insured,** a partner of the **Insured,** an **Employee,** an armoured motor vehicle company or any other person duly authorised by the **Insured** to have custody thereof or while temporarily within the home of a partner of the **Insured,** an **Employee** or any such other natural person.

Coverage under this Insuring Clause shall also include:





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- (A) loss of or damage to other property by **Robbery** or attempt thereof outside the **Premises** while the property is being conveyed by a partner of the **Insured** or an **Employee** or an armoured motor vehicle company; and
- (B) loss by **Theft** of such property while temporarily within the home of a partner or an **Employee**.

INSURING CLAUSE 4 - DEPOSITORS FORGERY COVERAGE

1.4 The Company shall be liable for direct losses caused by forgery or alteration of, on or in any cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain **Money**, made or drawn by, or drawn upon the **Insured**, or made or drawn by one acting as agent of the **Insured**, or purporting to have been made or drawn as set forth above, including:

- (A) any cheque or draft made or drawn in the name of the **Insured** payable to a fictitious payee and endorsed in the name of the fictitious payee;
- (B) any cheque or draft procured in a face to face transaction with the **Insured** or with one acting as agent of the **Insured** by anyone impersonating another and made or drawn payable to the one impersonated and endorsed by anyone other than the one impersonated; and
- (C) any payroll cheque, payroll draft or payroll order made or drawn by the **Insured** payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority of the payee.

For purposes of this Insuring Clause mechanically reproduced facsimile signatures shall be treated the same as handwritten signatures.

If the **Insured** or the **Insured's** bank of deposit, at the request of the **Insured**, shall refuse to pay any of the foregoing instruments made or drawn as set forth above alleging that the instruments are forged or altered, and this refusal shall result in suit being brought against the **Insured** or bank to enforce payment and the Company shall give its written consent to the defence of the suit, then any reasonable attorneys' fees, court costs or similar legal expenses incurred and paid by the **Insured** or bank in defence shall be considered a loss under this Insuring Clause, and the liability of the Company for such loss shall be in addition to any other liability under this Insuring Clause.

If, at the **Insured's** request, the Company waives any rights it may have against the bank upon which the instrument was drawn, the **Insured** and the bank shall assign to the Company all of their rights against any other person, firm or corporation.

SECTION 2. EXCLUSIONS

2.1 Exclusions Applicable to All Insuring Clauses.

Coverage under this policy does not apply to:

- (A) loss due to war (whether or not declared); civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalisation; or any act or condition incident to any of the foregoing;





- (A) loss caused by any **Employee** not engaged in the regular service of the **Insured** within the territory set forth in Item 4 of the Schedule;
- (B) loss caused by an **Employee** if an elected or appointed officer of the **Insured** possesses knowledge of any act or acts of **Theft**, fraud or dishonesty committed by such **Employee**; (1) if the service of the **Insured** or otherwise during the term of employment by the **Insured**, or (2) prior to employment by the **Insured** provided that such conduct involved **Money, Securities** or other property valued at \$10,000 or more;
- (C) loss caused by any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character;
- (D) loss resulting directly or indirectly from trading whether or not in the name of the **Insured** and whether or not in a genuine or fictitious account; or
- (E) loss or that part of any loss the proof of which involves in any manner (1) a profit and loss computation or comparison or (2) a comparison of inventory records with an actual physical count; provided, however, that where the **Insured** establishes wholly apart from such comparison that it

Exclusions Applicable to Insuring Clause 1 Employee Theft Coverage
Coverage under Insuring Clause 1 does not apply to:

- (A) loss sustained by any **Insured** unless discovered and written notice thereof is given to the Company within sixty (60) days following such termination of this policy as to such **Insured**, or
- (B) loss sustained by any **Insured** unless discovered and written notice thereof is given to the Company within sixty (60) days following such termination of this policy as to such **Insured**, or
- (C) loss unless discovered and written notice thereof given to the Company within (1) sixty (60) day following termination of this policy in its entirety or (2) one (1) year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the first name **Insured**; or
- (D) loss unless reported and proved in accordance with Section 4.5 of this policy;
- (E) fees, costs or expenses incurred or paid by the **Insured** in prosecuting or defending any legal proceeding or claim (other than legal proceedings covered under Insuring Clause 4) whether or not such proceeding results or would result in a loss recoverable under this policy;
- (F) loss of income not realised by the **Insured** as the result of any loss covered under this policy;
- (G) any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this policy;
- (H) loss involving the cost of reproducing any information contained in any lost or damaged manuscripts, records, accounts, microfilms, tapes or other records;
- (I) loss caused or contributed to by **Theft** or any other fraudulent, dishonest or criminal act committed by a partner of the **Insured**, whether acting alone or in collusion with others;
- (J) loss of trade secrets, confidential processing methods or other confidential information of any kind;
- (K) loss, costs or expenses incurred or paid by the **Insured** in prosecuting or defending any legal proceeding or claim (other than legal proceedings covered under Insuring Clause 4) whether or not such proceeding results or would result in a loss recoverable under this policy;





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has sustained a loss covered under Insuring Clause 1, and has identified the **Employee** involved then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed.

2.3 Exclusions Applicable to Insuring Clauses 2 Premises Coverage and 3 Transit Coverage

Coverage under Insuring Clause 2 and 3 does not apply to loss or damage:

- (A) which occurs outside of the territory set forth in Item 4 of the Schedule;
- (B) due to **Theft** or any other fraudulent, dishonest or criminal act (other than **Safe Burglary** or **Robbery** or attempt thereof) by any **Employee**, director, trustee or authorised representative of the **Insured** whether acting alone or in collusion with others;
- (C) due to fire, except (1) loss of or damage to **Money** or **Securities**, or (2) damage to any safe or vault caused by the application of fire thereto for the purpose of **Safe Burglary**;
- (D) due to the giving or surrendering of **Money** or **Securities** in any exchange or purchase;
- (E) of or to manuscripts, records, accounts, microfilm or tapes;
- (F) due to forgery;
- (G) of or to **Money**, **Securities** or other property while in the mail or in the custody of a carrier for hire other than an armoured motor vehicle company;
- (H) of or to **Money**, **Securities** or other property while in the custody of any bank, trust company or similar recognised place of safe deposit, armoured motor vehicle company or any person who is duly authorised by the **Insured** to have custody of the property unless the loss is in excess of the amount recovered or received by the **Insured** under (1) the **Insured's** contract, if any, with, or insurance carried by, any of the foregoing, or (2) any other insurance or indemnity in force which would cover the loss in whole or in part, in which case this policy shall cover only such excess;
- (I) due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing; or
- (J) of or to **Money**, **Securities** or other property as a result of kidnap, ransom or other extortion payments (as distinguished from the proceeds of a **Robbery**) surrendered to any person as a result of a threat to do (1) bodily harm to any person, or (2) damage to the **Premises** or other property owned by the **Insured** or held by the **Insured** in any capacity.

2.4 Exclusions Applicable to Insuring Clause 4 Depositors Forgery Coverage

Coverage under Insuring Clause 4 does not apply to loss through forgery or alteration of, on, or in:

- (A) any instrument, if such forgery or alteration is committed by any **Employee** or by any person in collusion with any **Employee**; or
- (B) any registered or coupon obligations issued or purported to have been issued by the **Insured** or any coupons attached thereto or detached therefrom.





SECTION 3. GENERAL CONDITIONS

OWNERSHIP

- 3.1 The Company's liability under this policy shall apply only to **Money, Securities** and other property owned by the **Insured** or for which the **Insured** is legally liable, or held by the **Insured** in any capacity whether or not the **Insured** is liable; provided that the Company shall not be liable for damage to the **Premises** unless the **Insured** is the owner or is liable for such damage.

JOINT INSURED

- 3.2 Only the first named **Insured** shall have any right to claim, adjust, receive or enforce payment of any loss and shall be deemed to be the sole agent of the others for such purposes and for the giving or receiving of any notice or proof required to be given by the terms of this policy and for the purpose of effecting or accepting any amendments to or termination of this policy. Each and every other **Insured** shall be conclusively deemed to have consented and agreed that none of them shall have any direct beneficial interest herein or any right of action hereunder whatsoever and that this policy or any right of action hereon shall not be assignable; but knowledge possessed or discovery made by any **Insured** or by any partner or officer of any **Insured** shall constitute knowledge possessed or discovery made by all of the **Insureds** for the purposes of this policy. All losses and other payments, if any, payable by the Company, shall be payable to the first named **Insured**, without regard to such **Insured's** obligations to others; and the Company shall not be responsible for the proper application of any payment made. The Company shall not be liable for loss sustained by one **Insured** to the advantage of any other **Insured**. If the Company shall agree to and shall make payment to any **Insured** other than the one first named, such payment shall be treated as though made to the first named **Insured**.

CONSOLIDATION OR MERGER

- 3.3 If, through (1) consolidation or merger with, (2) acquisition of the majority stock ownership of, or (3) acquisition of the assets of some other entity, exposures are created which are covered by this policy by reason of the description of the **Insured**, the **Insured** shall give the Company written notice of the consolidation, merger or acquisition within ninety (90) days and shall pay the Company an additional premium computed pro rata from the date of the consolidation, merger or acquisition to the end of the current premium period; otherwise coverage as may be provided for such other entity shall be null and void from the date of the consolidation, merger or acquisition.

OTHER INSURANCE

- 3.4 If the **Insured** or any other party at interest in any loss covered by this policy has any bond, indemnity or insurance which would cover such loss in whole or in part in the absence of this policy, then this policy shall be null and void to the extent of the amount recoverable or received under such other bond, indemnity or insurance; but this policy shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under such other bond, indemnity or insurance.





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LIABILITY FOR PRIOR LOSSES

- 3.5 The liability of the Company for loss sustained prior to (1) the effective date of this policy, or (2) the effective date additional **Insureds** or coverages are subsequently added, is subject to the following:
- (A) the **Insured** or some predecessor in interest of the **Insured** carried some other bond or policy (other than a fidelity bond or policy, with respect to such loss under Insuring Clause 4) which, at the time such loss was sustained, afforded on or at the **Premises** at which the loss was sustained or on the person or persons (whether **Employee** of the **Insured** or not) causing the loss, some or all of the coverage of the Insuring Clause of this policy applicable to the loss; and
 - (B) such prior coverage and the right of claim for loss hereunder continued under the same or some superseding bond or policy without interruption from the time the loss was sustained until the date specified in (1) or (2) above; and
 - (C) the loss shall have been discovered after the expiration of the time for discovery of such loss under the last such bond or policy.

The liability of the Company with respect to such loss shall not exceed the limit of liability under the coverage in force at the time the loss was sustained, or the limit of liability under the Insuring Clause of this policy applicable to the loss, whichever is smaller.

ALTERATION AND ASSIGNMENT

- 3.6 No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement which is signed by an authorised employee of HDFC Chubb General Insurance Company Limited.

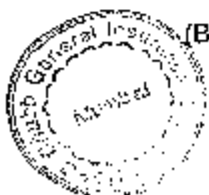
SECTION 4. PROVISIONS AFFECTING LOSS SETTLEMENT

LIMITS OF LIABILITY

- 4.1 (A) The Company's maximum liability for all loss shall not exceed the Limit(s) of Liability as set forth in Item 2 of the Schedule for this policy, regardless of the number of **Insureds** sustaining the loss.
- (B) All loss resulting from a single act or any number of acts of the same **Employee** will be treated as a single loss and the applicable Limit of Liability of this policy will apply.

NON-ACCUMULATION OF LIABILITY

- 4.2 (A) When there is more than one **Insured**, the maximum liability of the Company for loss sustained by one or all **Insureds** shall not exceed the amount for which the Company would be liable if all losses were sustained by any one **Insured**.
- (B) Regardless of the number of years this policy remains in effect and the total premium amounts due or paid, the amount the Company shall pay for any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.





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DEDUCTIBLE - NO SUPERSEDED INSURANCE CARRIER INVOLVED

- 4.3 From each loss sustained or discovered by the **Insured** after deducting all recoveries (except insurance sureties held by the **Insured** or the Company for their benefit) on account thereof made prior to payment shall be deducted the amount(s) specified in Item 3 of the Schedule. No deductible shall apply to loss sustained or discovered by any Employee Benefit Plans unless a deductible amount is specified for such Plans in Item 3 of the Schedule.

DEDUCTIBLE - SUPERSEDED INSURANCE CARRIER INVOLVED

- 4.4 Should any loss be discovered which is partly recoverable under this policy and partly recoverable under prior bond or policy containing a deductible amount, the deductible amount specified in Item 3 of the Schedule shall be reduced by the deductible amount applied to such loss by the superseded insurance carrier.

REPORTING OF LOSS - LEGAL PROCEEDINGS AND INSURED CLAIMS PROCEDURES

- 4.5 As a condition precedent to liability, upon knowledge or discovery by a proprietor, partner or officer of an **Insured** of loss or of an occurrence which may become a loss, written notice shall be given to the Company at the earliest practicable moment, and in no event later than sixty (60) days after such discovery. Within four (4) months after such discovery the **Insured** shall furnish to the Company affirmative proof of loss with full particulars. The proof of loss shall be accompanied by any and all documents relevant to such loss, including but not limited to internal or external records of any kind, correspondence, legal documents or such other documents as the Company may deem necessary for claim handling. Proof of loss under Insuring Clause 4 shall include the instrument which is the basis of claim for the loss; but if it shall be impossible to file the instrument, the affidavit of the **Insured** or the **Insured's** bank of deposit setting forth the amount and cause of the loss shall be accepted instead. Such complete written notice and supporting documentation shall form the basis of the Company's assessment of loss.

Legal proceedings for recovery of any loss hereunder shall not be brought after the expiration of three (3) years from the discovery of such loss, except that any legal proceedings to recover hereunder on account of any judgment against the **Insured** or any of the **Insured's** banks of deposit in any suit referred to in Insuring Clause 4, or to recover any such expenses paid in any such suit shall be begun within three (3) years from the date upon which the judgment in such suit shall become final. If any limitation embodied herein is prohibited by any law controlling the construction, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

At the Company's request, the **Insured** shall submit to examination by the Company, subscribe the same under oath if required, and produce for the Company's examination all pertinent records at such reasonable times and places as the Company shall designate, and shall co-operate with the Company in all matters pertaining to any loss or claim.

All notices to the Company shall be given in writing addressed as:



Notice of claim or circumstances which could give rise to claim:
Claims Department Manager
HDFC Chubb General Insurance Company Limited
5th Floor, Express Towers, Nariman Point
Mumbai 400 02, India



HDFC Chubb General Insurance Company Limited

All other notices:
Speciality Insurance Department
HDFC Chubb General Insurance Company Limited
5th Floor
Express Towers
Nariman Point
Mumbai 400 021
India

Such notice shall be effective on the date of receipt by the Company at such address.

VALUATION

4.6 In no event shall the Company be liable for more than:

- (A) the actual market value of lost, damaged or destroyed **Securities** at the close of business on the business day immediately preceding the day on which the loss is discovered, or for more than the actual cost of replacing the **Securities**, whichever is less;
- (B) the cost of blank books, pages, tapes or other blank materials to replace lost or damaged books of account or other records;
- (C) the actual cash value at the time of loss of other lost, damaged or destroyed property or for more than the actual cost of repairing or replacing the property with property of similar quality and value, whichever is less; or
- (D) the Rupee value of a foreign currency based on the cash rate of exchange published by the Reserve Bank of India on the day any loss involving foreign currency is discovered.

RECOVERIES

4.7 If the **Insured** shall sustain any loss covered by this policy, then all recoveries (except from sureties, insurance, reinsurance or indemnity taken by or for the benefit of the Company) made after the loss, less the actual cost of recovery, shall be distributed as follows:

- (A) if the loss is not subject to a deductible, the **Insured** shall be fully reimbursed from such recoveries for the amount of the loss which exceeds the amount of coverage provided by this policy and any balance shall be applied to the reimbursement of the Company;
- (B) if the loss is subject to a deductible, the **Insured** shall be reimbursed from such recoveries for any loss which exceeds the amount of coverage provided by this policy less the deductible amount, any balance shall be applied to reimbursement of the Company to the extent of its loss and any remainder paid to the **Insured**. If there is no excess loss the total recoveries shall be distributed first in reimbursement to the Company to the extent of its loss and any remainder paid to the **Insured**.





SUBROGATION

4.8 In the event of any payment under this policy, the Company shall be subrogated, to the extent of such payment, to all the **Insured's** rights of recovery and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company to effectively bring suit in the name of the **Insured**.

KNOWLEDGE OF PRIOR THEFT

4.9 For the purposes of this policy and the exclusions contained in Section 2.2(B), knowledge possessed by the **Insured** means knowledge possessed by a partner, director or an elected or appointed officer who is aware of the employment of a person and that person's prior acts of **Theft**, fraud or dishonesty.

At the sole discretion of the Company, coverage may be extended to any individual upon written application by the **Insured** and consent given by the Company.

SECTION 5. EMPLOYEE BENEFIT PLANS

EMPLOYEE BENEFIT PLANS

5.1 The Employee Benefit Plans listed in item 5 of the Schedule are included as **Insureds** under Insuring Clause 1. With respect to losses sustained or discovered by any such Plan, Insuring Clause 1 as contained in Section 1.1 is deleted and replaced by the following:

"The Company shall be liable for direct losses for **Money, Securities** or other property caused by any fraudulent or dishonest act or acts committed by any **Employee** of any **Insured** acting alone or in collusion with others."

For the purposes of Employee Benefit Plan Coverage, the words "sixty days" are deleted from Section 2.1 wherever they appear and the words "one year" are substituted in their place.

5.2 In compliance with Title 1 of the U.S. Employee Retirement Income Security Act of 1974, as amended, or similar provision of any national, state, territory or local statutory or common law any where in the world, payment by the Company under this policy to the first named **Insured** shall be held by such **Insured** for the use and benefit of the Employee Benefit Plans sustaining such loss. If such payment is in excess of the amount of coverage required by such Act for said Plans, such excess shall be held for the use and benefit of any other named Plans should such Plans also discover loss recoverable hereunder. If **Money, Securities** or other property of two or more Employee Benefit Plans named above are commingled, recovery hereunder for loss of such **Money, Securities** or other property shall be shared by such Plans on a **pro rata** basis in accordance with the amount of coverage each such Plan is required to carry by such Act.





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SECTION 6. TERMINATION PROVISIONS

TERMINATION AS TO ANY EMPLOYEE

- 6.1 This policy shall terminate as to any **Employee** (1) immediately upon discovery by the **Insured**, any partner of the **Insured** or any elected or appointed officer of the **Insured** (not in collusion with such **Employee**) of any act of **Theft** or other fraudulent or dishonest act by the **Employee**, without prejudice to the loss of any property then being conveyed by the **Employee** outside the **Premises**, or (2) twenty (20) days after the receipt by the **Insured** of a written notice of termination from the Company, whichever first occurs.

TERMINATION OF POLICY OR INSURING CLAUSE

- 6.2 This policy shall terminate in its entirety:

- (A) ten (10) days after receipt by the **Insured** of a written notice of termination from the Company, in the event of non-payment of premium, unless the premium is paid within such ten (10) day period;
- (B) upon the receipt by the Company of a written notice of termination from the **Insured**;
- (C) upon the voluntary liquidation or dissolution of the first named **Insured**;
- (D) upon the appointment of (1) a receiver, trustee or other fiduciary of the property of the **Insured**, or (2) a committee for the dissolution thereof;
- (E) upon expiration of the policy period as set forth in Item 6 of the Schedule; or
- (F) at such other time as may be agreed upon by the Company and the first named **Insured**;

whichever first occurs.

Any Insuring Clause or coverage for any **Insured** other than the first named shall terminate thirty (30) days after the receipt by the **Insured** of a written notice of termination from the Company or upon the request of the **Insured**.

The Company shall refund the unearned premium computed at customary short rates if the policy is terminated by the **Insured**. Under any other circumstances the refund shall be computed pro rata.

The Company shall have no obligation to renew this policy upon its expiration or termination.

TERMINATION OF PRIOR BONDS OR POLICIES

- 6.3 The taking effect of this policy shall terminate, if not already terminated, all previous liability of the Company to the **Insured** under bonds or policies specified in Item 8 of the Schedule of this policy. By reason of the issuance of this policy, the prior bonds or policies shall not cover any loss not discovered and notified to the Company prior to the effective date of this policy as specified in Item 6 of the Schedule.





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SECTION 7. POLICY DEFINITIONS

When used in this policy:

Banking Premises means the interior of that portion of any building or buildings occupied by any bank trust company or similar recognised place of safe deposit.

Computer Theft means the intentional taking of **Money** or **Securities** through use of a computer located at the **Insured's Premises** or elsewhere.

Employee means one or more persons while in the regular service of any **Insured** in the ordinary course of the **Insured's** business during the term of this policy and whom any **Insured** compensates by salary wages and/or commissions and has the right to govern and direct in the performance of such service; and shall also mean:

- (A) any non-compensated officer of any **Insured**.
- (B) any former employee for a period not exceeding thirty (30) days following termination of such person's services,
- (C) any director or trustee of any **Insured** while performing acts coming within the scope of the usual duties of an employee,
- (D) any individual or individuals assigned to perform employee duties for any **Insured**, within the **Insured's Premises**, by any agency furnishing temporary personnel on a contingent or part-time basis; provided, however, that this policy does not cover any loss caused by any such individual if such loss is also covered by any insurance or sureties held by the agency furnishing such temporary personnel to the **Insured**, and
- (E) any one or more of the natural persons while in the service of any Employee Benefit Plan (included as **Insureds** herein) as fiduciary, trustee, administrator, officer, or employee and any other natural person required to be bonded by Title 1 of the U.S. Employee Retirement Income Security Act of 1974 as amended, or similar provision of any national, state, territory or local statutory or common law any where in the world.

Insured means, collectively, those organisations designated in Item 1 of the Schedule for this policy and any **Subsidiary**.

Money means only currency, coin, bank notes and bullion.

Premises means that portion or the interior of any building occupied by the **Insured** in conducting its business.

Robbery means the unlawful taking of insured property from an **Insured**, a partner of the **Insured**, an **Employee** or any other person authorised by the **Insured** to have custody of the property by violence threat of violence or other overt felonious act committed in the presence and cognisance of such person except any person acting as a watchman, porter or janitor.

Safe Burglary means the felonious abstraction of insured property from within a vault or safe located within the **Premises** by a person making felonious entry into such vault or safe and any vault containing the safe, when all doors thereof are duly closed and locked by at least one combination or time lock, provided





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that such entry shall be made by actual force and violence, demonstrated by visible marks made by tools electricity, gas or other chemicals upon the exterior of (1) a door or doors of such vault or safe and any vault containing the safe, if entry is made through such doors, or (2) the top, bottom or walls of such vault or safe and any vault containing the safe through which entry is made, if not made through such doors.

Securities means all negotiable and non-negotiable instruments or contracts representing either **Money** or other property, including revenue and other stamps in current use, tokens and tickets, but not including **Money**.

Subsidiary means any organisation in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is or was owned or controlled directly or indirectly, in any combination, by one or more **Insureds**.

Theft means the unlawful taking of **Money**, **Securities** or other property to the deprivation of the **Insured**.

For the purposes of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

SECTION 8. TERRITORY, CHOICE OF LAW AND JURISDICTION

Coverage shall extend only to the Territory as listed in Item 4. of the Schedule for this policy.

The construction, interpretation, meaning and enforcement of the provisions of this policy shall be determined in accordance with and governed by the laws of the Republic of India. Except as set forth in Section 9 of this policy, any disputes relating to the construction, interpretation, meaning and enforcement of this policy shall be submitted to the exclusive jurisdiction of the Indian courts

SECTION 9. GRIEVANCE REDRESSAL & ARBITRATION

Any Insured who has a grievance against the Company arising under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of any amounts payable under this Policy, may, personally or through their legal heirs, make a complaint in writing to the Indian Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998, as amended. Provided that, in accordance with Rule 16(2) of the Ombudsman Rules, any compensation awarded by the Ombudsman will be limited to the lower of the amount necessary to cover the loss suffered by the Insured as a direct consequence of the insured peril or Rupees Twenty Lakhs only (Rs. 20 lakhs), inclusive of any ex-gratia and other expenses. At the prior written request of the Insured, the Company shall make available a copy of said Rules to such Insured.

Any and all disputes or differences which may arise under, out of, in connection with or in relation of this Policy or to its existence, validity or termination, or to the determination of any amounts payable under this Policy, shall be referred for resolution by binding arbitration at Mumbai, in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended. Provided, however, that no such dispute or difference shall be referred to arbitration, if the same is already the subject matter of a complaint pending before the Insurance Ombudsman. Should the dispute or difference the subject matter of complaint before the Insurance Ombudsman not be resolved in that forum, then such dispute or difference will be referred to binding arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended.

Arbitration shall be conducted as follows:

- (i) All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared.



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- (ii) Within thirty (30) days after the Company or the **Insured** issues notice under this Section, the parties shall each appoint one arbitrator. The two arbitrators shall appoint a third arbitrator, who shall serve as the presiding arbitrator.
- (iii) The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.
- (iv) The arbitrators shall have the power to give injunctive relief and such other relief to the extent appropriate.
- (v) The arbitrators shall have the power to award interest up to the date of payment of any monies due under the award. The arbitrators shall have no authority to award punitive or exemplary damages.
- (vi) The parties shall each bear their own costs associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator.
- (vii) When any dispute is under arbitration, except for the matters under dispute the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this **Policy**.
- (viii) Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

SECTION 10. FRAUD

- (A) Any person who, knowingly and with intent to defraud the Company or other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which will render the policy voidable at the Company's sole discretion and result in a denial of insurance benefits.
- (B) If a claim is in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or any fraudulent means or devices are used by the **Insured**, policyholder, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this policy, or if any false statutory declaration is made or used in support thereof, or if loss is occasioned by or through the procurement or with the knowledge or connivance of the **Insured**, policyholder, beneficiary, claimant or other person, then all benefits under this policy are forfeited.

SECTION 11. CONFORMITY

The provisions of this Policy shall be read subject to the provisions of any statute governing its construction. If the provisions of this policy are inconsistent with such statute then the provisions of this policy shall be deemed to be amended so as to comply with the statute.

