IRDAN113CP0008V02201213

Bajaj General Protect

Public Offering of Securities Insurance

BAJAJ GENERAL INSURANCE LIMITED.

Bajaj General Protect – Public Offering of Securities Insurance

This is a "**claims made policy**". Except as otherwise provided herein, this **Policy** covers only **Public Offering Claims** and / or **Public Offering Inquiries** first made against the **Insured** and reported to the **Insurer** in the **Policy Period**. All words capitalised and bold in the **Policy** or this **Schedule** shall have the meaning given to them in **Section 3** of the **Policy** entitled "**Definitions**".

Schedule

Policy Number:

Item 1: **Policyholder**
Name:
Address:

Item 2: **Policy Period**
From: TBA 12.00 am local standard time
To: TBA 12.00 pm local standard time

Item 3: **Limit of Liability** ______________________________

Item 3.1: Sub-Limits, which form part of and are not in addition to the **Limit of Liability** in **Item 3**

(i) **Public Offering Inquiry Costs** in the aggregate
(ii) **Pecuniary Penalties** in the aggregate

(iii) **Emergency Costs Advancement** in the aggregate
(iv) **Extradition Advisory Costs** for **Extradition Proceedings**

Item 3.2: **Additional Limits**, in addition to the **Limit of Liability** in **Item 3**

(i.a.) Separate **Protected Excess Limit** for each **Non-Executive Director**
(i.b.) Aggregate combined **Protected Excess Limit** for all **Non-Executive Directors**
(ii.a) **Counselling Services Extension** for each **Insured Person**
(ii.b) Aggregate combined **Counselling Services Extension** for all **Insured Persons**

Item 4: **Retention**

(i) **NIL** Insuring Clause 1.1: **Directors & Officers (ii)**
Insuring Clause 1.2: **Issuer Reimbursement**:

(a) **Public Offering Claim** anywhere in the world outside the United States for each **Public Offering Claim.** of America or Canada or their territories.
(b) **Public Offering Claim** brought or maintained in the jurisdiction of the for each **Public Offering Claim.** United States of America or Canada or their territories.
(iii) Insuring Clause 1.3, 1.4, 1.5 and 1.6 **Public Offering Claims**.
(a) **Public Offering Claim** anywhere in the world outside the United States for each **Public Offering Claim.** of America or Canada or their territories.
(b) **Public Offering Claim** brought or maintained in the jurisdiction of the for each **Public Offering Claim.** United States of America or Canada or their territories.

Item 5: **Continuity Date:** ______________________
Item 6: **Premium**: ____________________________

Item 7: **Address for Notification of Public Offering Claims:**
Claims Manager – Financial Lines
Bajaj General Insurance Ltd;

Bajaj Insurance House, Floor, Airport Road,
Yerawada, Pune 411006

Item 8:

Item 9: **Insurer:** BAJAJ GENERAL INSURANCE LIMITED.

Item 10: **Prospectus:**

Item 11: **Controlling Shareholder(s):**

Item 12: **Selling Shareholder(s):**

Item 14: **Underwriting Agreement:** India

Item 15: **Premium retention in case of Termination due to cancellation of Offering:**
Policy Interpretation:

Item 16: **Endorsements as of the Inception of the Policy:**

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Signed for and on behalf of BAJAJ GENERAL INSURANCE LIMITED.

Bajaj General Protect - Public Offering of Securities Insurance

In consideration of the payment to the **Insurer** of the premium, the **Insurer** will pay to or on behalf of the **Insured** in accordance with and subject to the terms and conditions of this **Policy**.

Section 1: Insuring Clauses

1.1 Insured Person Public Offering Liability

The **Insurer** will pay to or on behalf of the **Insured Person** all **Loss** resulting from a **Public Offering Claim** made against such **Insured Person** except for and to the extent that the **Issuer** has indemnified the **Insured Person**. This cover only applies where the **Public Offering Claim** is first made and reported to the **Insurer** during the **Policy Period**.

1.2 Issuer Reimbursement

The **Insurer** will pay to or on behalf of the **Issuer** all **Loss** resulting from a **Public Offering Claim** made against the **Insured Person** to the extent that the **Issuer** has indemnified such **Insured Person**. This cover only applies where the **Public Offering Claim** is first made and reported to the **Insurer** during the **Policy Period**.

1.3 Issuer Public Offering Liability

The **Insurer** will pay to or on behalf of the **Issuer** all **Loss** resulting from a **Public Offering Claim** made against the **Issuer**. This cover only applies where the **Public Offering Claim** is first made and reported to the **Insurer** during the **Policy Period**.

1.4 Controlling Shareholder Public Offering Liability

The **Insurer** will pay to or on behalf of the **Controlling Shareholder** all **Loss** resulting from a **Public Offering Claim** made against the **Controlling Shareholder**. This cover only applies where the **Public Offering Claim** is first made and reported to the **Insurer** during the **Policy Period**.

1.5 Selling Shareholder Public Offering Liability

The **Insurer** will pay to or on behalf of the **Selling Shareholder** all **Loss** resulting from a **Public Offering Claim** made against the **Selling Shareholder**. This cover only applies where the **Public Offering Claim** is first made and reported to the **Insurer** during the **Policy Period**.

1.6 Offering Underwriter Liability

The **Insurer** will pay to or on behalf of the **Issuer** all **Loss** resulting from a **Public Offering Claim** made against the **Offering Underwriters** to the extent that the **Issuer** is legally required to and has indemnified the **Offering Underwriter** under the provisions of the **Underwriting Agreement**. This cover only applies where the **Public Offering Claim** is first made and reported to the **Insurer** during the **Policy Period**.

Section 2: Extensions

The **Insurer** agrees to extend the cover under the **Policy** on the following bases and subject to all the terms and conditions of this **Policy**:

2.1 Public Offering Inquiry Costs

The **Insurer** will pay to or on behalf of the **Issuer** or **Insured Person** all **Public Offering Inquiry Costs** resulting from a **Public Offering Inquiry**. This cover only applies where notice compelling attendance by the **Insured Person** at the **Public Offering Inquiry** is first served on the **Insured Person** during the **Policy Period** and reported to the **Insurer** during the **Policy Period**.
The sub-limit for this cover is the amount shown in **Item 3.1(i)** of the **Schedule** in the aggregate per **Policy Period** for all **Insured Persons** for all **Public Offering Inquiry Costs**.

2.2 Protected Excess Limit for Non-Executive Directors

In addition to the **Limit of Liability**, the **Insurer** will pay to or on behalf of each **Non-Executive Director** all **Loss**, up to the **Protected Excess Limit**, resulting from a **Public Offering Claim** against, or **Public Offering Inquiry** compelling attendance by, such **Non-Executive Director**. This cover is only available where there is/are no other source or sources of indemnification available to the **Non-Executive Director**, including but not limited to indemnification by the **Issuer** after exhaustion of the **Limit of Liability** or other available insurance.

The sub-limit for this cover is the amount shown in **Item 3.2 (i.a)** of the **Schedule** in the aggregate per **Policy Period** for each **Non-Executive Director** for all **Loss**, up to the total aggregate amount shown in **Item 3.2 (i.b)** of the **Schedule** per **Policy Period** for all **Non-Executive Directors** for all **Loss**.

2.3 Emergency Costs Advancement

If **Defence Costs** or **Public Offering Inquiry Costs** are incurred in an emergency and prior to receiving the written consent of the **Insurer**, the **Insurer** agrees to give retrospective approval for such amounts incurred to the point in time when the **Insured** could reasonably have sought the **Insurer's** written consent. The **Insured** shall give written notice to the **Insurer** of the **Public Offering Claim** or **Public Offering Inquiry** which was the subject of the emergency as soon as practicable, together with reasons why an emergency existed.
The sub-limit for this cover is the amount shown in **Item 3.1 (iii)** of the **Schedule** in the aggregate per **Policy Period** for all **Defence Costs** and **Public Offering Inquiry Costs**.
Notwithstanding the above, if it is established that there is no entitlement to indemnity under the **Policy** for the specific **Defence Costs** or **Public Offering Inquiry Costs**, such amounts shall be repaid to the **Insurer** immediately.

2.4 Counselling Services Extension

In addition to the **Limit of Liability**, the **Insurer** will pay to or on behalf of each **Insured Person**, up to the **Counselling Services Extension Limit**, all reasonable fees, costs and expenses of an accredited psychiatrist, psychologist or counsellor chosen by the **Insured Person** at his/her own discretion with the prior written consent of the **Insurer**, not to be unreasonable withheld or delayed, to treat stress, anxiety or such similar medical conditions resulting from a **Public Offering Claim** against, or a **Public Offering Inquiry** compelling attendance by, such **Insured Person**.

The sub-limit for this cover is the amount shown in **Item 3.2 (ii.a)** of the **Schedule** in the aggregate per **Policy Period** for each **Insured Person**, up to the total aggregate amount shown in **Item 3.2 (ii.b)** of the **Schedule** per **Policy Period** for all **Insured Persons**.

The cover provided by this extension is in addition to, and not part of, the **Limit of Liability** and applies excess over any other insurance providing similar cover and indemnification available from any other source.

Section 3: Definitions

3.1 Bail Bond and Civil Bond Expenses

means the reasonable premium for a financial instrument, including but not limited to a bond, but not collateral for the instrument, that guarantees an **Insured Person's** contingent obligation for a specified amount required by a Court hearing a **Public Offering Claim**, up to the sub-limit in **Item 3.1 (iv)** of the **Schedule** in the aggregate per **Policy Period** for all **Insured Persons**.

3.2 Continuity Date

means the date in **Item 5** of the **Schedule**.

3.3 Controlling Shareholder

means the natural person or entity specified in **Item 10** of the **Schedule**.

3.4 Defence Costs

means:

(i) the reasonable legal expenses and legal costs incurred by an **Insured** with the written consent of the **Insurer**, not to be unreasonably withheld or delayed, to investigate, defend or appeal a **Public Offering Claim** and which the **Insured** is obligated to pay;

(ii) **Defense Costs** include the reasonable fees, costs and expenses of an accredited expert retained through defence counsel approved by the **Insurer** on behalf of an **Insured** to prepare an evaluation, report, assessment, diagnosis or rebuttal of evidence in connection with the defence of a covered **Public Offering Claim**.; and,

(iii) **Defence Costs** include **Bail Bond and Civil Bond Expenses** and **Extradition Advisory Co**sts.

Defence Costs are part of and not in addition to the **Limit of Liability**. **Defence Costs** do not include wages, salaries and other remuneration of any **Insured Person** or of any employee of the **Issuer**, or any other internal costs or expenses of the **Issuer**.

3.5 Director

means any natural person holding a management or supervisory position, or an alternate director, a shadow director or de facto director or equivalent position who is deemed to be a director under the applicable laws of any jurisdiction, including any member of the supervisory board, board of commissioners, President Commissioner or management board.

3.6 Employee

means any natural person employed by the **Issuer** in the ordinary course of its business, is paid as such and whose duties and activities are subject to the direction and control of such entity. It does not include contractors, consultants or agents of the **Issuer.**

3.7 External Administrator

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

3.8 Extradition Proceeding

means any proceeding against an **Insured Person** following a request for deportation, extradition or arrest warrant including an appeal or separate proceeding to overturn an extradition order.

3.9 Extradition Advisory Costs

means the reasonable fees, costs and expenses of a professionally qualified legal adviser or tax accountant incurred by an **Insured** Person with the written consent of the Insurer, not to be unreasonably withheld or delayed, to advise that Insured Person in connection with an **Extradition Proceeding**, up to the sub-limit in **Item 3.1(iv)** of the **Schedule** in the aggregate per **Policy Period** for all **Insured Persons**.

3.10 Insured

means:

(iv) **Insured Person**;

(v) **Issuer**;

(vi) **Controlling Shareholder**; or (vii) **Selling Shareholder**.

3.11 Insured Person

means any natural person who was, or during the **Policy Period**, is or becomes:

(i) a **Director**, **Non-Executive Director** or **Officer** of the **Issuer**;

(ii) **Employee**;

(iii) the spouse, domestic partner or family member of (i) to (ii) above where recovery is sought solely because joint property is held or owned by or on behalf of the spouse, domestic partner or family member, and only for **Wrongful Acts** of the **Insured Persons** mentioned in (i) or (ii) above; or

(iv) the legal representatives, heirs, assigns or estates of (i) to (ii) above in the event of their death, incapacity, insolvency or bankruptcy but only based on the **Wrongful Acts** or, in the case of an **Public Offering Inquiry**, conduct of the **Insured Persons** mentioned in (i) and (ii) above; however, there is no cover for any **Public Offering Claim** that alleges a **Wrongful Act** by any such legal representatives, heirs, assigns or estates of (i) to (ii) above.

Insured person does not include any external auditor, receiver, liquidator, administrator, trustee or mortgagee in possession or the like of the issuer.

3.12 Insurer

means the **Insurer** stated in **Item 8** of the **Schedule.**

3.13 Issuer

means the organization, stated in **Item 1** of the **Schedule,** and its **Subsidiaries**.

3.14 Limit of Liability

means the amount stated in **Item 3** of the **Schedule**.

3.15 Loss

means any sums which an **Insured** is legally liable to pay in respect of a **Public Offering Claim** first made or **Public Offering Inquiry** first commenced during the **Policy Period**. It includes:

(i) damages, interest, settlements and judgments, including exemplary and punitive damages not otherwise excluded;

(ii) aggravated damages;

(iii) **Pecuniary Penalties**;
(iv) **Defence Costs**;
(v) **Prosecution Costs**;
(vi) **Public Offering Inquiry Costs**;

Solely in relation to any **Public Offering Claim** under Insuring Clause 1.6, **Loss** means any indemnification payments which the **Issuer** is legally required to and has indemnified the **Offering Underwriter** under the provisions of the **Underwriting Agreement.**

Loss does not include any sums which an **Insured** is legally liable to pay in respect of:
(i) fines and penalties, other than **Pecuniary Penalties**;
(ii) taxes; or
(iii) matters uninsurable under the laws of the country where the **Insurer** is located or the country where the **Public Offering Claim** is made or the **Public Offering Inquiry** is conducted.

3.16 Non-Executive Director

means any natural person who serves as an independent director or a director in a non-executive capacity of the **Policyholder**, as of the date of appointment as such, and who has not been an **Employee** or executive of the **Policyholder** in any of the past three financial years.

3.17 Offering

means the public offering of **Securities** as detailed in the **Prospectus**.

3.18 Offering Preparation

means any acts, including negotiations, discussions, decisions, presentations or **Roadshows** conducted in connection with the **Offering** prior to the filing or issuance of the **Prospectus** or admission of the **Securities** for listing on an approved exchange, whichever is the later.

3.19 Offering Underwriters

means the underwriters, sponsors or nominated advisors who are parties to the **Underwriting Agreement** of the **Prospectus,** and the directors, officers or employees, or equivalent positions, of such underwriter or sponsor in their capacities as such.

3.20 Officer

means any natural person who is:
(i) a company secretary of the **Issuer**;
(ii) concerned in, or takes part in, the management of the **Issuer** whether or not that person is a **Director** and regardless of the name given to the position;
(iii) an employee of the **Issuer** who makes or participates in making decisions that affect the whole or a substantial part of the business of the **Issuer**; or
(iv) an employee of the **Issuer** who has the capacity to significantly affect the **Issuer's** financial standing.

3.21 Pecuniary Penalties

means civil, pecuniary or administrative fines or penalties an **Insured** is ordered to pay, to the extent that such fines or penalties are insurable under the laws of the country in which they are imposed and the country in which the **Insurer** is located, up to the sub-limit in **Item 3.1(ii)** of the **Schedule** in the aggregate per **Policy Period** for all **Insureds**.

3.22 Policy

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

3.23 Policyholder

means the entity named in **Item 1** of the **Schedule**.

3.24 Policy Period

means the period of time specified in **Item 2** of the **Schedule**, or any other period as may be agreed in writing by the **Policyholder** and the **Insurer**.

3.25 Proposal

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

3.26 Prosecution Costs

means the reasonable legal fees or costs and expenses, incurred by an **Insured Person** with the prior written consent of the **Insurer**, not to be unreasonably withheld or delayed, to bring legal proceedings to obtain the discharge or revocation of:
(i) an interim or interlocutory order made during the **Policy Period** imposing:
1. confiscation, or control, or suspension or freezing of rights of ownership of real property or personal assets of such **Insured Person**; or
2. a charge over real property or personal assets of such **Insured Person**;
(ii) an order of a court imposing a restriction of such **Insured Person's** liberty; or
(iii) a deportation order against an **Insured Person** following revocation of otherwise proper, current and valid immigration status for any reason other than such **Insured Person's** conviction of a crime.

3.27 Prospectus

means in respect of the **Offering**:
(i) the disclosure documents specified in **Item 9** of the **Schedule** submitted with and attached to the **Proposal** (including any offering or placement memoranda, prospectuses, circulars, offering statements or documents of similar character or use, whether or not mandated by applicable law or common practice, and any supplements or amendments to such documents), which have been duly filed with the appropriate regulatory and/or stock exchange authorities in the jurisdiction(s) set forth in the **Proposal**;
(ii) any "pathfinder," "red herring," or any equivalent document in any jurisdiction, which serves as a preliminary prospectus to the disclosure documents specified in **Item 9** of the **Schedule**; and
(iii) the statements made by any **Insured** in any **Roadshow**.

3.28 Protected Excess Limit

means the amount specified in **Item 3.2(i.a)** of the **Schedule** payable by the **Insurer** in respect of each **NonExecutive Director** for all **Loss**, up to the total aggregate amount shown in **Item 3.2(i.b)** of the **Schedule** per **Policy Period** for all **Non-Executive Directors** for all **Loss**. The **Protected Excess Limit** is in addition to, and not part of, the **Limit of Liability**.

3.29 Public Offering Claim

means any:
(i) written demand or written allegation;
(ii) civil or arbitral proceeding for monetary or non-monetary relief including but not limited to any mediation or similar proceeding;
(iii) criminal suit or proceeding;
(iv) formal regulatory or administrative proceeding; or

(v) **Extradition Proceeding**;

made against the **Insured** or the **Offering Underwriter** for or in respect of a **Wrongful Act** committed by an **Insured** resulting from:. (a) the **Offering Preparation**; or (b) the **Prospectus**.

3.30 Public Offering Inquiry

means, solely in relation to the **Offering**, an official investigation, official examination or official inquiry, into the conduct of the **Issuer** or the **Insured Person** for which notice or the process compelling attendance or provision of information or documents by an **Insured Person** is first served during the **Policy Period**.

3.31 Public Offering Inquiry Costs

means the reasonable legal costs and expenses for which an **Issuer** or **Insured Person** is legally liable and which are incurred, with the prior consent of the **Insurer**, for (i) legal representation solely in relation to any attendance at a **Public Offering Inquiry**, or (ii) providing information or documents, including those related to a raid or on-site visit to an **Issuer** by any official Government body or authority, regulator, governmental or administrative agency or any self-regulatory body solely in relation to such **Public Offering Inquiry**.

3.32 Retention

means the amount applicable to all **Loss** stated in **Item 4** of the **Schedule**.

3.33 Roadshow

means any formal presentation by the **Insureds** to buyers or potential buyers of the **Securities** or to analysts, intended to create interest in such **Securities**.

3.34 Schedule

means the schedule attaching to this **Policy**.

3.35 Securities

means the securities of the **Issuer**, including the shares of the "Green Shoe" (over-allotment option), offered for subscription or purchase in the **Prospectus**.

3.36 Selling Shareholder

means the natural person or entity specified in **Item 11** of the **Schedule**.

3.37 Subsidiary

means any entity where the **Policyholder** before or at inception of the **Policy**, directly or indirectly:

(i) controls the composition of the board of directors;
(ii) controls the voting power at any general meeting;
(iii) holds greater than 50% of the issued voting share capital; or
(iv) exercises effective control of management, including of any joint venture.

3.38 Underwriting Agreement

means the written agreement with the **Offering Underwriters** specified in **Item 12** of the **Schedule**.

3.39 Wrongful Act

means any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, defamation, negligence, breach of warranty of authority or breach of duty by an **Insured**, acting solely in their capacity as such, or any matter claimed solely because of such status.

Section 4: Exclusions

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Public Offering Claim** or **Public Offering Inquiry**:

4.1 Dishonest or Improper Conduct which involves an **Insured** or, solely in relation to Insuring Clause 1.6, an **Offering Underwriter**:

(i) committing any dishonest or fraudulent act; or
(ii) gaining any profit or advantage to which the **Insured** or **Offering Underwriter** was not legally entitled.

Each of the clauses in this Exclusion will only apply where the conduct in question has been established by written admission, court judgment or other final adjudication.

4.2 Known Prior Matters and Notifications based on, related or attributable to any:

(i) notification, in whole or part, under any policy affording directors and officers liability, management liability or public offering liability cover which incepted prior to the inception of this **Policy**, or which alleges or derives from the same or essentially the same facts or circumstances as alleged in such earlier notification;

(ii) **Public Offering Claim, Wrongful Act,** , litigation, proceeding or **Public Offering Inquiry** which, in whole or part, existed or was pending at the **Continuity Date** stated in **Item 5** of the **Schedule** and of which the **Insured** had notice, or alleging or derived from the same or essentially the same facts or circumstances as alleged in such prior or pending **Public Offering Claim, Wrongful Act** , litigation, proceeding or **Public Offering Inquiry**; or

(iii) knowledge of any fact or circumstance by the **Insured** prior to the **Continuity Date** stated in **Item 5** of the **Schedule** that might give rise to a **Public Offering Claim** or a **Public Offering Inquiry**, or where the **Insured** ought reasonably have been aware of that potential. **(This Exclusion can be avoided if we have an application form with a fresh Warranty Statement).**

4.3 Insured versus Insured – USA only

which is made or commenced in the United States of America or its territories by or on behalf of or at the instigation of an **Insured** . However, this Exclusion shall not apply to:

(i) **Defence Costs**;

(ii) any **Public Offering Claim** or **Public Offering Inquiry** brought or maintained by an **External Administrator**, either directly or on behalf of the **Issuer**, without the instigation, assistance or participation of any **Insured**;

(iii) any **Public Offering Claim** brought or maintained by an **Insured** for contribution or indemnity if the **Public Offering Claim** directly results from another **Public Offering Claim** covered under this **Policy**;

(iv) any **Public Offering Claim** made by a past **Insured**;

(v) any shareholder derivative action brought by or maintained on behalf of the **Issuer** by any legally empowered entity or person, which is brought without the solicitation, assistance or participation or co-operation of any **Insured**; or

(vi) whistleblower claims.

4.4 Trustees

arising from or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA) or the Pensions Act 1995 (UK) or any amendments thereto or similar provisions of any federal, country, state, territory or local statutory or common law of any state, territory, jurisdiction, or political subdivision thereof, as well as similar legislation in any jurisdiction.

Section 5: Limit of Liability and Retention

5.1 Limit of Liability

The **Limit of Liability** is the total aggregate limit of the **Insurer's** liability in respect of all **Loss** for all **Public Offering Claims** and **Public Offering Inquiries** for all **Insureds** per **Policy Period**. However, the **Additional Limits** stated in **Item 3.2** of the **Schedule** do not form part of, and shall be in addition to, the **Limit of Liability**.

The applicable sub-limits shown in **Item 3.1** of the **Schedule** (or in any endorsement) are in the aggregate sub-limits for all **Public Offering Claims** and **Public Offering Inquiries** and all **Loss**, irrespective of the number of **Insured** involved, and are part of and not in addition to the **Limit of Liability**.

5.2 Related Public Offering Claims and Public Offering Inquiries

Any number of **Public Offering Claims** against the **Insured** which arise out of or are attributable to or connected in any way with a single **Wrongful Act** or the same or a series of the same, related, interconnected or continuous **Wrongful Acts** shall constitute a single **Public Offering Claim** for the purposes of this **Policy**. Where there is more than one such **Public Offering Claim**, all such **Public Offering Claims** shall be deemed first made when the earliest such **Public Offering Claim** was first made.

Any number of **Public Offering Inquiries** involving the **Insured** which arise out of or are attributable to or connected in any way with the same conduct or the same or a series of the same, related, interconnected or continuous conduct shall constitute a single **Public Offering Inquiry** for the purposes of this **Policy.** Where there is more than one such **Public Offering Inquiry** in respect of which **Public Offering Inquiry Costs** have been or may be incurred, all such **Public Offering Inquiries** shall be deemed first made at the time of service on the **Insured Person** of the formal notice compelling the attendance of the **Insured Person** at such **Public Offering Inquiry**.

5.3 Retention and Retention Return

The **Limit of Liability** is payable in excess of any applicable **Retention**. The **Retentions** applicable are inclusive of all **Loss**. The applicable **Retention** is shown in the **Schedule**:

No **Retention** will apply to any **Public Offering Claim**, and the **Insurer** will reimburse those **Defence Costs** incurred by the **Insured** to the extent not already paid by the **Insurer**, if:

(i) the **Public Offering Claim** is dismissed without the payment of any monetary consideration by or on behalf of the **Insured**; or

(ii) there is a final judgment of no liability in favour of the **Insured**, whether by settlement to which the **Insurer** has consented or by summary judgment, and without the payment of any monetary consideration by or on behalf of the **Insured**; or

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

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

Section 6: Claims

6.1 Notification

It is a condition precedent to the **Insurer's** liability for **Loss** under this **Policy** that the **Insured** gives written notice to the **Insurer** of a **Public Offering Claim** or **Public Offering Inquiry** as soon as practicable and during the **Policy Period**. Notice must be sent to the address in **Item 7** of the **Schedule**.

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

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

6.2 Defence Costs to be Advanced

In respect of any **Public Offering Claim** or **Public Offering Inquiry**, the **Insurer** shall pay **Defence Costs** or **Public Offering Inquiry Costs** on behalf of the **Insured** on an as incurred basis prior to final disposition or adjudication. If at any time a **Public Offering Claim** or **Public Offering Inquiry**, or part thereof, is deemed not to be covered under this **Policy** or is found to be excluded, then all such amounts advanced in any respect of any uncovered party or matter, including as determined by Section 6.4 Allocation, must be returned to the **Insurer** on demand, by the party not entitled to such cover.

6.3 Defence, Co-operation and No Admissions

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

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

The **Insured** shall not admit liability for or settle any **Public Offering Claim**, or incur any **Defence Costs** or **Public Offering Inquiry Costs** or other **Loss**, without the written consent of the **Insurer**, such consent not to be unreasonably withheld or delayed. The **Insurer** will not be liable for any **Loss**, settlement, agreement or assumed obligation to which it has not consented in writing, other than as allowed under Extension 2.4, Emergency Costs Advancement.

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

The **Insured** shall do nothing which prejudices the **Insurer** in respect of a **Public Offering Claim** or **Public Offering Inquiry**, including but not limited to any subrogated or other rights of recovery.

The **Insureds** agree that, where more than one **Insured** is involved in a **Public Offering Claim** or **Public Offering Inquiry**, the **Insurer** has no obligation to communicate with any other **Insured** in relation to that **Claim** or **Public Offering Inquiry**.

6.4 Allocation

If an **Insured** incurs **Loss** in respect of a **Public Offering Claim** or **Public Offering Inquiry** which includes both covered and uncovered matters or which is made against both covered and non-covered parties then the **Insured** and the **Insurer** shall use their best efforts to agree upon a fair and proper allocation of the proportion of the **Loss** covered hereunder, having regard to the relative legal and financial exposures. Only **Loss** incurred by an **Insured** and in the case of **Defence Costs** or **Public Offering Inquiry Costs** directly attributable to the defence or representation of an **Insured** is covered hereunder.

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

The **Insurer** has no obligation under this **Policy** for **Defence Costs** incurred by, judgments against or settlements by an **Offering Underwriter** arising out of a **Public Offering Claim** made against an **Offering Underwriter**, nor any obligation to pay loss arising out of any legal liability that an **Offering Underwriter** has to a claimant beyond the cover granted to the **Issuer** under Insuring Clause 1.6.

6.5 Dispute Resolution

(Applicable only in cases where this Policy is issued under Commercial Lines of Business)

"The Insurer and Insured may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this Policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

Note :

1. Wherever this Policy is issued under retail lines of business, Arbitration clause shall not be applicable.
2. Arbitration clause shall not be applicable in case of Policies issued under commercial lines of business where Insured has specifically consented for no arbitration clause and no arbitration terms have been annexed to the Policy Schedule / Policy.

6.6 Other Insurance

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

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

Neither of the two paragraphs immediately above applies to such other insurance that is written only as specific excess insurance over the **Limit of Liability** provided in this **Policy** or to a directors and officers liability insurance or management liability insurance**.**

6.7 Priority of Payments

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

(i) first pay such **Loss** for which coverage is provided under Insuring Clause 1.1 and Extension 2.1. of this **Policy** then,

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

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

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

Section 7: General Conditions

7.1 Territoriality

This **Policy** applies to **Wrongful Acts** committed and **Public Offering Claims** made and **Public Offering Inquiries** conducted, anywhere in the world.

7.2 Severability

In issuing this Policy the **Insurer** has relied upon the **Proposal**.

No statements made, nor any information or knowledge possessed by an **Insured Person** when applying to the **Insurer** for this insurance, nor conduct of a natural person **Insured** falling within the Dishonest or Improper Conduct Exclusion 4.1, shall be imputed by the **Insurer** to any other natural person **Insured**.

For the purposes of determining the availability of cover for **Public Offering Claims**, only statements, information and knowledge possessed by any finance director, chief executive officer, chief operating officer, chief legal officer, managing director, and chairman (or equivalent positions) of an legal entity **Insured** shall be imputed to that legal entity **Insured** and the knowledge of such position holders of the **Policyholder** will be imputed to any legal entity **Insured.**

7.3 Interpretation

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

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

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

7.4 Non-avoidance

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

7.5 Termination

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

(i) ten days after the receipt by the **Policyholder** of a written notice of termination from the **Insurer** for non payment of the premium;
(ii) upon expiration of the **Policy Period** as set forth in **Item 2** of the **Schedule**.

Under normal circumstances, Policy will not be cancelled except for reasons of mis-representation, fraud, non- disclosure of material facts or non-cooperation. The premium for the **Policy Period** is fully earned at inception of the **Policy**. In the event that the **Policyholder** cancels the **Offering**, then the **Policyholder** may terminate this **Policy**. The **Insurer** shall return the premium paid, however the **Insurer** shall be entitled to retain the full premium in case of notified claims or notified circumstances or, in any other case, the amount as agreed by the **Policyholder** and the **Insurer** and specified in the **Item 15** of the **Schedule**.

7.6 Governing Law and Jurisdiction

Any issue relating to the construction, validity or operation of this **Policy** shall be determined in accordance with the laws of the country stated in **Item 14** of the **Schedule**. Except as otherwise provided herein, the parties submit to the exclusive jurisdiction of the courts in the country stated in **Item 14** of the **Schedule**.

7.7 Subrogation

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to all of the rights of recovery of the **Insured** in respect of such payment. In addition, the **Insured** shall execute all and any documentation and do any other things, at their own cost, as may be necessary to enable the **Insurer** to bring an action or suit for such recovery. Any recovery received shall first be applied against the costs of the recovery proceeding, then any payment made by the **Insurer** and then to any balance remaining thereafter being remitted to the **Insured** up to the amount of any uninsured **Loss**.

7.8 Authorisation

The **Policyholder** shall act as agent on behalf of the **Insured** in respect of all matters of any nature relating to or affecting this **Policy** other than in respect of Extension 2.2 (Protected Excess Limit) and Extension 2.4 (Counselling Services Extension). The **Insurer** is entitled to treat the **Policyholder** as having such authority for all purposes connected with this **Policy**.

7.9 Non-Assignment

This **Policy** and any rights hereunder shall not be assigned without the written consent of the **Insurer**.

7.10 Renewal

On renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may change subject to prior approval from the Authority.

7.11 Entire Agreement

The **Insured** and the **Insurer** agree that this **Policy** (including the **Proposal** and any materials submitted therewith) and any written endorsements attached hereto constitute the sole and entire agreement between the parties with respect to this insurance. Any prior agreement or understanding between the parties is no longer valid.

Grievance Redressal Procedure

Bajaj General Insurance has always been known as a forward looking customer centric organization. We take immense pride in the spirit of service and the culture of keeping customer first in our scheme of things. In order to provide you with top-notch service on all fronts, we have provided you with multiple platforms via which you can always reach one of our representatives.

Level 1 In case you have any concern, you may please reach out to our Customer Experience Team through any of the following options: • Our Website @ https://general.**bajajgeneralinsurance.com**/Corp/aboutus/general-insurance-customer-service.jsp • Call us on our Toll free no 1800 209 5858 • Mail us on bagichelp@**bajajgeneral.com** • Write to **BAJAJ GENERAL INSURANCE LIMITED**. Bajaj **Insurance** House, Airport Road, Yerwada Pune- 411006
Level 2 In case you are not satisfied with the response given to you by our team, you may write to our Grievance Redressal Officer **Mr. Jerome Vincent** at ggro@**bajajgeneral.com**
Level 3 If in case, your grievance is not resolved and you wish to talk to our care specialist, please Give a missed on +91 80809 45060 OR SMS <WORRY> To 575758 and our care specialist will call you back
If you are still not satisfied with the solutions provided, write to Mr. Ankit Goenka, Head of Customer experience directly at head. customerservice@ **bajajgeneral.com**
Grievance Redressal Cell for Senior Citizens Bajaj **General** introduces a dedicated team for all the senior citizens, so no more wait time, no more standing in long queue. Senior citizens can now contact us on 1800-103-2529 or write to us at seniorcitizen@**bajajgeneral.com**

In case your complaint is not fully addressed by the insurer, You may use the Integrated Greivance Management System (IGMS) for escalating the complaint to IRDAI or call 155255 . Through IGMS you can register your complain online and track its status. For registration please visit IRDAI website www.irda.gov.in.
If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 – 25501201 /02 /05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL - Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR – Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 – 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Insurance Ombudsman Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 – 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI - Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)

Office Details	Jurisdiction of Office Union Territory, District)
DELHI – Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 –2740363 / 2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM – Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College,M.G.Road, Ernakulam - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA – Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW – Insurance Ombudsman Office of the Insurance Ombudsman,	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow,

Office Details	Jurisdiction of Office Union Territory, District)
6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar..
MUMBAI - Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/ 27/ 29/ 31/ 32/ 33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
NOIDA - Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA – Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

"List of Ombudsman offices established by the Central Government for redressal of grievance are also available at https://www.cioins.co.in/Ombudsman

Note: Address and contact number of Governing Body of Insurance Council:
Council for Insurance Ombudsmen,
3rd Floor, Jeevan Seva Annexe,
S. V. Road, Santacruz (W),
Mumbai - 400 054.
E-mail: inscoun@cioins.co.in
Tel: 022 -69038800/69038812
Website: https://www.cioins.co.in