

DIRECTORS & OFFICERS LIABILITY INSURANCE

POLICY NUMBER:

NOTES:

THIS INSURANCE CONTRACT IS ESTABLISHED ON THE BASIS OF THE DECLARATIONS AND REPRESENTATIONS MADE AND DOCUMENTS FURNISHED (INCLUDING THE PROPOSAL FORM) BY **THE INSURED** AND **INSURED'S'** AGENT(S) TO THE COMPANY, ALL OF WHICH CONSTITUTE AN INTEGRAL PART OF THIS CONTRACT OF INSURANCE.

COMBINED WITH THE POLICY SCHEDULE THIS CONTRACT CONTAINS THE FULL INSURANCE TERMS, CONDITIONS, DEFINITIONS AND LIMITATIONS. PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP IT SAFE. THIS POLICY (AND THE POLICY SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE THE COMPANY IMMEDIATELY.

IF **THE INSURED** SHALL MAKE ANY CLAIM KNOWING THE SAME TO BE FALSE OR FRAUDULENT, AS REGARDS AMOUNT OR OTHERWISE, THIS CONTRACT SHALL BECOME VOID AND ALL RIGHTS HEREUNDER SHALL BE FORFEITED.

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1 PREAMBLE

This Policy consists of

- i. the Policy wording; and
- ii. each endorsement issued by the Company and attached to and intended to be attached to the Policy wording or intended by the Company to form part of this Policy; and
- iii. the **Policy Schedule**.

The Policy wording and the **Policy Schedule** are to be read together. Any word or expression given a specific meaning in the clause headed Definitions will mean the same wherever else it appears unless specially stated otherwise.

2 OPERATIVE CLAUSE

Upon receipt of written proposal and declaration along with premium from **the Insured** (as named in the **Policy Schedule**), **SBI General Insurance Company Limited** (hereafter referred to as “the Company”) agrees to indemnify the Insured as per the indemnity clause contained hereafter.

3 INDEMNITY CLAUSE

3.1 INDEMNITY CLAUSE 1 – DIRECTORS & OFFICERS LIABILITY COVERAGE

Subject to the terms, exclusions and conditions contained herein or otherwise endorsed hereon, the Company agrees to pay on behalf of the **Insured Persons** such **Loss** for which **Insured Person** is not indemnified by the **Insured Organization** and which the **Insured Person** becomes legally obligated to pay on account of any **Claim**, by reason of any **Wrongful Act** committed by **Insured Persons** in their capacity as an **Insured Person** during the **Period of Insurance**, first made against them jointly or severally during the **Policy Period** and notified to the **Compant** during the **Policy Period** or applicable extended reporting period. No cover is provided under this contract for serial losses if the first such loss occurred before retroactive date.

3.2 INDEMNITY CLAUSE 2 –ORGANISATION REIMBURSEMENT COVERAGE

Subject to the terms, exclusions and conditions contained herein or otherwise endorsed hereon, the Company agrees to pay on behalf of the **Insured Organisation** such **Loss** for which **Insured Organisation grants** indemnification to the **Insured Person**, as permitted or required by law, which the **Insured Person** becomes legally obligated to pay on account of any **Claim**, by reason of any **Wrongful Act** committed by **Insured Persons** in their capacity as an **Insured Person** during the **Period of Insurance**, first made against them jointly or severally during the **Policy Period** and notified to the Company during the **Policy Period** or applicable extended reporting period. However, the **Insured Organisation** is not Insured in its own right under this contract. No cover is provided under this contract for serial losses if the first such loss occurred before retroactive date.

The indemnity provided under clause 3.1 & clause 3.2:

- a. applies only to claim or claims

- (i) arising out of **Wrongful Act** committed by the **Insured Persons** during the **Period of Insurance**;
 - (ii) first made in writing against the **Insured Persons** jointly or severally during the **Policy Period** and notified to the Company in writing during the **Policy Period** and/or applicable extended reporting period;
- b. applies only to claim or claims in accordance with the laws of India (unless otherwise specifically provided in the Schedule to this Policy);
- c. is excluding any judgment award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment award or settlement either in whole or in part) unless the Insured has requested that there shall be no such limitation and cover for the same is granted by the Company.

4 DEFINITIONS

4.1 BODILY INJURY

“Bodily Injury” means death, bodily injury, illness or disease of or to any person including resulting humiliation, mental anguish, mental injury or shock there from.

4.2 CLAIM

“Claim” means

- (i) a written demand for monetary damages;
- (ii) a civil proceeding commenced by the service of a complaint, summons, statement of **Claim** or similar pleading;
- (iii) a criminal proceeding commenced by a summons or charge; or
- (iv) a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;

against any **Insured Person** for a **Wrongful Act**, including any appeal there from.

4.3 DEDUCTIBLE OR EXCESS

“Deductible Or Excess” means the amount the Insured first bear in relation to each **Occurrence**. The deductible applies to all amounts payable under this Policy including defence cost.

4.4 EMPLOYMENT PRACTICE CLAIM

“Employment Practice Claim” means the a **Claim** which is brought and maintained by or on behalf of any past, present or prospective employee of the **Insured Organisation**, against any **Insured Person** for any **Wrongful Act** in connection with any actual or alleged wrongful dismissal, denial of natural justice relating to wrongful termination, discharge or termination

of employment, breach of any oral or written employment contract or quasi-employment contract, employment-related misrepresentation, violation of employment discrimination laws (including workplace and sexual harassment), wrongful failure to employ or promote, wrongful discipline, wrongful deprivation of a career opportunity, failure to grant tenure, negligent evaluation, invasion of privacy, employment-related defamation or employment-related wrongful infliction of emotional distress.

4.5 FINANCIAL IMPAIRMENT

“Financial Impairment” means the status of the **Insured Organisation** resulting from

- (i) the appointment by any state or central agency, tribunal or court of any receiver and manager, including but not limited to a receiver appointed by the court under Order 40, Rule (1) of the 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 Companies Act, 1956, as amended trustee, rehabilitator or similar official to take control of, supervise, administer, manage or liquidate the **Insured Organisation**; or
- (ii) the **Insured Organisation** becoming a debtor in possession; or
- (iii) a reference 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.

4.6 INSURED

The **“Insured”**, either in the singular or plural, means the **Insured Organisation** and any **Insured Person**.

4.7 INSURED CAPACITY

“Insured Capacity” means the position or capacity designated in the definition of **Insured Person**, but shall not include any position or capacity in any organization, other than the **Insured Organisation** or any Non-Profit **Outside Entity**, even if the **Insured Organisation** directed or requested the **Insured Person** to serve in such other position or capacity, unless such position is approved by an Authorised Employee of the Company and included by Scheduled Outside Entity Endorsement attached to this Policy.

4.8 INSURED ORGANISATION

“Insured Organisation” means, collectively, those organizations designated in the Policy Schedule and any Subsidiary thereof if covered.

4.9 INSURED PERSON

“Insured Person” means any past, present or future:

- (a) director, officer, secretary or a person employed in an executive capacity of the **Insured Organisation**;
- (b) receiver and manager of property of the **Insured Organisation**;
- (c) liquidator of the **Insured Organisation**;
- (d) trustee or other person administering a compromise or arrangement made between the **Insured Organisation** and another person or other persons; and
- (e) Employee of the **Insured Organisation**, provided, however, that coverage provided to any employee pursuant to this definition shall apply only to an **Employment Claim**.

4.10 INTERRELATED WRONGFUL ACTS

“Interrelated Wrongful Acts” means all casually connected **Wrongful Acts**.

4.11 LEGAL REPRESENTATION EXPENSES

“Legal Representation Expenses” means that part of **Loss** consisting of costs, charges, fees and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insured Organisation**) incurred with the prior written consent of the Company (which shall not be unreasonably withheld) and arising out of the attendance by an **Insured Person** at any formal administrative or investigative inquiry by a government body or other institution or professional body that is empowered by statute to investigate the affairs of an **Insured Person** or the **Insured Organisation**.

4.12 LOSS

“Loss” means the total amount which any **Insured Person** becomes legally obligated to pay on account of each **Claim** and for all **Claims** in each **Policy Period** and the Extended Reporting Period, if exercised, made against them for **Wrongful Acts** for which coverage applies, including, but not limited to, damages, judgments, settlements, costs, **Defence Cost** and Legal Representation Expenses. **Loss** does not include:

- (i) any amount not indemnified by the **Insured Organisation** for which the **Insured Person** is absolved from payment by reason of any covenant, agreement or court order;
- (ii) any amount incurred by the **Insured Organisation** (including its 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 Organisation**;

- (iii) fines or penalties imposed by law or the multiple portion of any multiple damage award and punitive or exemplary damages;
- iv) matters uninsurable under the law pursuant to which this Policy is construed.

4.13 LIMIT OF INDEMNITY

“Limit of Indemnity” means the applicable Limit of Indemnity specified in the **Policy Schedule**.

4.14 PROPERTY DAMAGE

“Property Damage” means actual and/or physical loss of or injury to or damage to or destruction of tangible property including resultant loss of use. Tangible property does not include any software, data or other information that is in electronic form.

4.15 PERIOD OF INSURANCE

“Period of Insurance” means the period commencing from the retroactive date as shown in the **Policy Schedule** and terminating on the expiry date as shown in the **Policy Schedule**.

4.16 POLICY PERIOD

“Policy Period” means the period commencing from effective date and hour as shown in the **Policy Schedule** and terminating at midnight on the expiry date as shown the **Policy Schedule**.

4.17 POLICY SCHEDULE

“Policy Schedule” means the schedule of the Insurance or any endorsement schedule provided by the Company.

4.18 POLLUTION

“Pollution” means pollution or contamination of the atmosphere or of any water, land, or other tangible property.

4.19 SUBSIDIARY

“Subsidiary” either in the singular or plural, means any organization in which more than 50% of the issued shares or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more **Insured Organisation**.

4.20 WRONGFUL ACT

“Wrongful Act” means any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or breach of trust committed, attempted, or allegedly committed or

attempted, by an **Insured Person**, individually or otherwise, in his **Insured Capacity**, or any matter claimed against him solely by reason of his serving in such **Insured Capacity**.

5 SPOUSAL LIABILITY COVERAGE

Subject to the terms, exclusions and conditions of this Policy or otherwise endorsed hereon, the indemnity granted under this contract extends to cover the legal liability devolving upon the lawful spouse of the **Insured Person** for **Claim** against them solely by reason of their status as a spouse or such spouse's ownership interest in property which the Claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**. All loss which such spouse becomes legally obligated to pay on account of such **Claim** shall be treated for purposes of this Policy as Loss which such **Insured Person** becomes legally obligated to pay on account of the **Claim** made against such **Insured Person**. All limitations, conditions, provisions and other terms of coverage applicable to such **Insured Person's** Loss shall also be applicable to such spousal loss. However, coverage shall not apply to the extent any **Claim** alleges any act or omission by an **Insured Person's** spouse.

6 ACQUISITION OR CREATION OF NEW ORGANISATION

6.1 ACQUISITION OR CREATION OF NEW ORGANISATION (NEW SUBSIDIARY)

Subject to the terms, exclusions and conditions of this Policy or otherwise endorsed hereon, the indemnity granted under this contract extends to cover new organisations acquired or created by **Insured Organisation** during the Policy period. If the **Insured Organisation**:

- (i) acquires securities or voting rights in another organisation or creates another organisation, which as a result of such acquisition or creation becomes a **Subsidiary**; or
- (ii) acquires any organisation by merger into or consolidation with an **Insured Organisation**;

then such organisation and its **Insured Persons** shall be **Insured** under this Policy on any different limitations, conditions, provisions or other terms as the Company deems appropriate, and only with respect to **Wrongful Acts** occurring after such acquisition or creation unless otherwise agreed by the Company.

If the fair value of all cash, securities, assumed indebtedness and other consideration paid by the **Insured Organisation** for any such acquisition or creation exceeds 10% of the total assets of the **Principal Organisation** as reflected in the **Principal Organisation's** most recent audited consolidated financial statements, or the acquired or created **Organisation** has any of its securities listed on any exchange in the United States of America, then the **Principal Organisation** shall give written notice of such acquisition or creation to the Company as soon as practicable together with such information as the Company may require and shall pay any reasonable additional premium required by the Company and shall be subject to any different limitations, conditions, provisions or other terms as the Company deems appropriate.

6.2 ACQUISITION OF PRINCIPAL ORGANISATION BY ANOTHER ORGANISATION

If the **Principal Organisation** merges into or consolidates with another organisation, or another organisation or person or group of organisations and/or persons acting in concert acquires

shares or voting rights which result in ownership or voting control by the other organisation(s) or person(s) of more than 50% of the issued shares representing the present right to vote for the election of directors of the **Principal Organisation**, 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 or acquisition. The **Principal Organisation** shall give written notice of such merger, consolidation or acquisition to the Company as soon as practicable together with such information as the Company may require.

7 CESSATION OF SUBSIDIARIES

In the event an organisation ceases to be a Subsidiary, coverage with respect to such **Subsidiary** and its **Insured Persons** shall continue until termination of this Policy or any renewal or replacement thereof, but only with respect to **Claims** for **Wrongful Acts** occurring prior to the date such organisation ceased to be a **Subsidiary**.

8 ESTATE AND LEGAL REPRESENTATIVES COVERAGE

Subject to the terms, exclusions and conditions of this Policy or otherwise endorsed hereon, the indemnity granted under this contract extends to cover the legal liability devolving upon

- (i) the estates, heirs, legal representatives or assigns of **Insured Persons** who are deceased; or
- (ii) the legal representatives or assigns of **Insured Persons** who are incapacitated, insolvent or bankrupt;

arising out of **Claim** made against them for **Wrongful Acts** of such **Insured Persons**.

9 PRESUMPTIVE INDEMNIFICATION

If the **Insured Organisation** is permitted or required to indemnify the **Insured Person** for any **Loss** pursuant to the memorandum or articles of association, certificate or articles of incorporation, by-laws or constitution of the **Insured Organisation** in effect at the inception of coverage hereunder, or any subsequently amended, restated or superseding memorandum or articles of association, certificate or articles of incorporation, by-laws or constitution which broaden the **Insured Organisation's** ability to indemnify the **Insured Person** and fails or refuses to indemnify the **Insured Person** for **Loss** other than for reason of **Financial Impairment**, 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:

- (a) The Indemnity Clause 2 Deductible Amount as set forth in the Policy Schedule; and
- (b) All of the Exclusions set forth in clauses 19 & 20 of this Policy.

For purposes of this clause, the shareholders and board of directors resolutions of the **Insured Organisation** shall be deemed to provide indemnification for such **Loss** to the fullest extent permitted by such memorandum or articles of association, certificate or articles of incorporation, by-laws or constitution.

10 NOTIFICATION EXTENSION CLAUSE

Should the Insured notify the Company during the **Period of Insurance** in accordance with General Condition 21.1 of any specific event or circumstance which the Insured accept may give rise to a claim or claims which form the subject of indemnity by this Policy then acceptance of such notification means that the Company will deal with any **Claims** subsequently arising from such circumstance(s) and

such **claim** or **claims** shall be considered to have been made during the **Policy Period** or the Extended Reporting Period in which the circumstances were first reported to the Company. The extension granted under this clause will be subject to the claim being made against the Insured within three (3) year from such notice to the Company.

11 EXTENDED REPORTING PERIOD

In the event of non-renewal or cancellation of this Policy, either by the Company for any reason other than for non payment of premium or by the Insured, the Company will allow a time limit not exceeding 30 days from the date of expiry or cancellation of the Policy, provided no insurance is in force during this extended reporting period for the same interest, but only for notification of claims for any **Wrongful Act** which had taken place during the **Period of Insurance** but claims thereof could not be made during the **Policy Period**.

In case Insured request the extended reporting period to be longer than thirty (30) days, the same may be agreed and the Company shall receive the written notice of such election by the Insured together with payment of the additional premium due within thirty (30) days following the effective date of termination or nonrenewal.

All claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring **Policy Period** and are subject to the **Limit of Indemnity** and the terms, conditions and exceptions of the Policy.

The extended reporting period

- a. does not extend the **Policy Period** or change the scope of coverage provided;
- b. does not reinstate or increase the **Limit of Indemnity**;
- c. does not apply to claims that are covered under any subsequent insurance the Insured purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

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

12 CROSS LIABILITY

Where Insured comprises of more than one entity or person, each entity or person indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to the Company's total liability not exceeding the **Limit of Indemnity** stated in the **Policy Schedule**.

13 DEFENCE COST

Subject to all of the terms and conditions of this insurance the Company will pay all costs, fees and expenses incurred by the Insured with prior consent of the Company in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Cost' and it shall serve to reduce the **Limit of Indemnity** of this Policy as stated in the **Policy Schedule**. The Company's obligations hereunder end when the Company has used up the applicable **Limit of Indemnity**.

14 ADVANCEMENT OF DEFENCE COST

In case **Loss** covered by this Policy and loss not covered by this Policy both are incurred, either because a **Claim** against the **Insured Persons** includes both covered and uncovered matters or because a **Claim** is made against both an **Insured Person** and others, including the **Insured Organisation**, the **Insured** and the Company shall allocate such amount between covered **Loss** and uncovered loss based upon the relative legal exposures of such parties to such matters.

If the **Insured** and the Company agree on an allocation of **Defence Cost** the Company shall advance on a current basis **Defence Cost** allocated to covered **Loss**. If the **Insured** and the Company cannot agree on an allocation:

- (a) no presumption as to allocation shall exist in any arbitration, suit or other proceeding;
- (b) the Company shall advance on a current basis **Defence Cost** which the Company believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined;
- (c) the Company, if requested by the **Insured**, shall submit the dispute to binding arbitration in accordance with Clause 21.26 of this Policy.

Any negotiated, arbitrated or judicially determined allocation of **Defence Cost** on account of a **Claim** shall be applied retroactively to all **Defence Cost** on account of such **Claim**, notwithstanding any prior advancement to the contrary. Any allocation or advancement of **Defence Cost** 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**.

15 LIMIT OF INDEMNITY

The Company's total liability to pay compensation, claimant's costs, fees and expenses and defence cost whether covered under Indemnity Clause 1 or Indemnity Clause 2 or both shall not exceed the **Limit of Indemnity** stated in the **Policy Schedule** in the form of Any One Accident (AOA) Limit and Aggregate One Year (AOY) Limit.

- Any One Accident (AOA) Limit

Any One Accident (AOA) Limit is the most the Company will pay for each covered Loss.

Any such sums the Company pay will reduce the amount of the applicable Aggregate One Year (AOY) Limit available for any other payment.

If the applicable Aggregate One Year (AOY) Limit has been reduced to an amount that is less than the Any One Accident (AOA) Limit, the remaining amount of such Aggregate One Year (AOY) Limit is the most that will be available for any other payment.

- Aggregate One Year (AOY) Limit

Subject to the Any One Accident (AOA) Limit, the Aggregate One Year (AOY) Limit is the most the Company will pay for all the **Claims** first made during the same **Policy Period** whether covered under Indemnity Clause 1 or Indemnity Clause 2 or both.

Any payment by the Company under this insurance contract will reduce the **Limit of Indemnity**.

Payments made by the Company by way of the Defence Cost under this insurance contract will reduce the **Limit of Indemnity**.

16 CLAIM SERIES CLAUSE

For the purpose of this Policy, all **Loss** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of any **Insured Person** shall be deemed one **Loss**, and such **Loss** shall be deemed to have originated in the earliest **Policy Period** in which a **Claim** is first made against any **Insured Person** alleging any such **Wrongful Act** or **Interrelated Wrongful Acts**. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.

17 DEDUCTIBLE

The Insured shall bear, as Deductible, the amount or percentage of the **Limit of Indemnity** per **Loss** so stipulated in the **Policy Schedule** attached to the Policy. This Deductible shall be applicable to Losses falling under Indemnity Clause 2. The Company's liability for the Loss shall attaché in excess of such Deductible (and voluntary excess, if any, opted by the Insured).

If a single **Loss** is covered in part under Indemnity Clause 1 and in part under Indemnity Clause 2, then the maximum Deductible Amount applicable to the **Loss** shall be the **Deductible Amount** set forth in the Policy Schedule for Indemnity Clause 2.

18 LIMITATION PERIOD

It is hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

19 EXCLUSIONS APPLICABLE TO INDEMNITY CLAUSE 1 & 2 BOTH

19.1 PRIOR AND PENDING ACTS / PRIOR AND PENDING CLAIMS

This insurance does not apply to any liability arising from/out of or based upon or in consequence of

- (i) any circumstance if written notice of such circumstance has been given under any Policy of which this Policy is a renewal or replacement and if such prior Policy affords coverage (or would afford such coverage except for the exhaustion of its Limit of Indemnity) for such Loss, in whole or in part, as a result of such notice;
- (ii) any demand, suit or other proceeding pending, or order, decree or judgment entered against any **Insured** on or prior to the Pending or Prior Date declared
 - a. in the Policy Schedule; or
 - b. under the Outside Entity Endorsement, on the same or substantially the same facts underlying or alleged therein.

However b above shall apply only to any **Claim** based upon, arising from or in consequence of the **Insured Person's** service in any **Outside Directorship** of an **Outside Entity**.

19.2 INSURED VS. INSURED CLAIMS

This insurance does not apply to any claim made against the **Insured Person** brought or maintained by or on behalf of any **Insured** including Employment Practice Claim. This exclusion does not apply to:

- (i) a **Claim** that is a derivative action brought or maintained on behalf of an **Insured Organisation** 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**;
- (ii) 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;
- (iii) a **Claim** that is caused to be brought against the **Insured Organisation** pursuant to Chapter VI of the Indian Companies Act 1956, as amended;
- (iv) a **Claim** that is brought or maintained by or on behalf of any past **Insured Persons**;
- (v) a **Claim** brought or maintained by a liquidator, receiver, judicial manager, trustee, administrator, administrative receiver or similar official in any jurisdiction of the **Insured Organisation** appointed by any government official, agency or court due to the **Financial Impairment** of such **Insured Organisation** who brings and maintains the **Claim** without the solicitation, assistance or participation of any **Insured**;
- (vi) that part of **Loss** which constitutes **Defence Cost**, solely and entirely in a jurisdiction other than the United States of America, its territories and possessions, and subject to the substantive and procedural laws of a jurisdiction other than the United States of America, its territories and possessions.

19.3 CLAIMS IN RELATION TO EMPLOYEE BENEFIT PLANS

This insurance does not apply to any liability arising from/out of or based upon or in consequence of any actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any superannuation, provident fund, pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing pensions, annuities or any other form of benefits to employees of an Insured Organisation. This includes but is not limited to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (USA), 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, the Indian Factories Act, 1961 and amendments thereto or similar provisions of any country, territory, state or local statutory law or common law anywhere in the world.

19.4 BODILY INJURY AND PROPERTY DAMAGE

This insurance does not apply to any liability arising from/out of or based upon or in consequence of any actual or alleged **Bodily Injury** and/or **Property Damage** including but not limited to mental or emotional distress, sickness, disease, death, shock mental injury, false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, libel, slander, defamation, humiliation, invasion of privacy, or damage to or destruction of any tangible property including loss of use thereof.

19.5 POLLUTION

This insurance does not apply to any liability arising from/out of or based upon or in consequence of

- a) the actual, alleged or threatened discharge, release, escape, seepage, migration, dispersal or disposal of **Pollutants** into or on real or personal property, water or the atmosphere; or
- b) any direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or any voluntary decision to do so.

Including but not limited to any **Claim** for financial loss to the **Insured Organisation**, its security holders or its creditors based upon, arising from or in consequence of the matters described in (a) and (b) above. However, this exclusion shall not apply to **Loss**:

- i. which is on account of any **Claim** brought by any shareholder of the **Insured Organisation** in his capacity as such, whether in his own right or on behalf of the **Insured Organisation**, provided that such **Claim** is brought and maintained without the assistance, participation or solicitation of any **Insured**; and
- ii. for which the **Insured Organisation** either is not permitted or required, or fails or refuses by reason of **Financial Impairment**, to indemnify the **Insured Person(s)**.

For purposes of this exclusion, the memorandum or articles of association, certificate or articles of incorporation, and shareholder and board of directors resolutions of the **Insured Organisation** shall be deemed to provide indemnification to the **Insured Person(s)** to the fullest extent permitted by law.

19.6 VIOLATION OF STATUTES

This insurance does not apply to any liability arising from/out of or based upon or in consequence of any actual or alleged violation of the Securities Act of 1933 (USA), the Securities Exchange Act of 1934 (USA), any rules or regulations of the Securities and Exchange Commission (USA) promulgated there under, and any other country, state, territory, local or provincial statute in the United States of America or Canada relating to securities, or any rules or regulations promulgated there under, all as amended.

19.7 INTELLECTUAL PROPERTY RIGHTS EXCLUSION

This insurance does not apply to any liability arising from/out of or based upon or in consequence of infringement of copyright, patent, service mark, trade name or trademark, registered design or misappropriation of ideas or trade secrets or any plagiarism.

19.8 ERRORS & OMISSIONS (PROFESSIONAL LIABILITY) EXCLUSION

This insurance does not apply to any liability arising from/out of or based upon or in consequence of any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted in connection with the rendering of, or actual or alleged failure to render any services performed or required to be performed by an Insured for or on behalf of a customer of an Insured Organisation.

19.9 FUTURE OFFERING OF SECURITIES

This insurance does not apply to any liability arising from/out of or based upon or in consequence of any public offering, solicitation, sale, distribution, or issuance of securities on or after the inception date of this Policy, whether or not a prospectus has been issued.

19.10 OUTSIDE DIRECTORSHIP

This insurance does not apply to any liability arising from/out of or based upon or in consequence of **Wrongful Acts** of an **Insured Person** in his or her capacity as a director, officer, manager, trustee, regent, governor or employee of any entity other than the **Organization**, even if the **Insured Person's** service in such capacity is with the knowledge or consent or at the request of the **Organization**.

19.11 SUBSIDIARY

This insurance does not apply to any liability arising from/out of or based upon or in consequence of any claim made against an **Insured Person** of any **Subsidiary** for any **Wrongful Act** committed, attempted, or allegedly committed or attempted during any time when such entity was not a **Subsidiary**.

19.12 EMPLOYMENT PRACTICE CLAIM

This insurance does not apply to any liability arising from/out of or based upon or in consequence of an actual or alleged **Employment Practice Claim**.

19.13 ASBESTOS

This insurance does not apply to any liability arising from/out of or based upon or in consequence of asbestos in whatever form or quantity, including, but not limited to, any Claim alleging damage to the Company or its shareholders.

20 EXCLUSIONS APPLICABLE TO INDEMNITY CLAUSE 1 ONLY

20.1 INSIDER TRADING

This insurance does not apply to any liability arising from/out of or based upon or in consequence of any claim made against any **Insured Person** for an accounting of profits made from the purchase or sale by such **Insured Person** of securities of the **Insured Organisation** where such **Insured Person** has improperly benefited as a result of information that is not available to other sellers or purchasers of such securities.

20.2 DELIBERATE, CONSCIOUS AND INTENTIONAL ACTS

This insurance does not apply to any liability arising from/out of or based upon or in consequence of any deliberately fraudulent act or omission or any willful violation or breach of any statute or regulation by such **Insured Person**, if a judgment or other final adjudication adverse to the **Insured Person** establishes such a deliberately fraudulent act or omission or willful violation.

20.3 PERSONAL GAIN

This insurance does not apply to any liability arising from/out of or based upon or in consequence of **Insured Person** having gained in fact any personal profit, remuneration or advantage to which such **Insured Person** was not legally entitled.

21 GENERAL CONDITIONS

- 21.1 The Insured shall give written notice to the Company as soon as reasonably practicable, but not later than the expiry of Policy or applicable extended reporting period, of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the event shall be forwarded to the Company immediately they are received by the Insured.
- 21.2 The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim, may relinquish the same.
- All amounts expended by the Company in the defence settlement or payment of any claim will reduce the **Limit of Indemnity** specified in the **Policy Schedule**. In the event the Company, in its sole discretion, chooses to exercise its right pursuant of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations would have been had it not exercised its rights under this condition.
- 21.3 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall not be liable for any settlement, **Defence Cost**, assumed obligation or admission to which it has not consented.
- 21.4 The Company shall have the right and shall be given the opportunity to effectively associate with the **Insured** in the investigation, defence and settlement, including but not limited to the negotiation of a settlement, of any **Claim** that appears reasonably likely to be covered in whole or in part by this Policy.
- 21.5 The Insured shall give all such information and assistance as the Company may reasonably require. The Insured shall at all times in addition to their obligations set out in General Condition 21.1 above provide such information to and co-operate with the Company or their appointed representative.
- 21.6 The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this Policy was effective, and the Company may amend the terms of this Policy according to the materiality of such change.
- 21.7 The Company may at any time pay to the Insured in connection with any claim or series of claims under this Policy, to which the **Limit of Indemnity** applies, the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment and/or settlement being made, the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.

- 21.8 The Policy and the **Policy Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the **Policy Schedule** shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.
- 21.9 Where the premium is based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the **Period of Insurance**, declare as soon as possible such details as the Company require. The premium shall then be adjusted and any additional premium as the case may be collected from the Insured.
- 21.10 This Policy does not cover liability which at the time of happening of any event resulting into such liability, be insured by or would, but for the existence of this Policy, be insured by, any other Policy (but not a Directors & Officers Liability Insurance) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy/Policies, had this Insurance not been effected.
- 21.11 The insurance afforded by this Policy is excess over any other valid and collectable insurance available to the Insured. Valid and collectable insurance includes any self insurance plan which would be applicable to the loss.
- If any **Loss** arising from any **Claim** made against any **Insured Person** is Insured under any other valid Policy(ies), prior or current, then this Policy shall cover such **Loss**, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such **Loss** is in excess of the amount of payment from 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 Limit of Indemnity provided in this Policy.
- 21.12 In the event of liability arising under the Policy or the payment of claim under the Policy, the **Limit of Indemnity** per Any One Year under the Policy shall get reduced by the extent of quantum of liability paid or to be paid in respect of such claim. Under no circumstances, it shall be permissible to reinstate the **Limit of Indemnity** to the original level, even on payment of extra premium.
- 21.13 On the **Occurrence** of any loss within the scope of cover under the Policy, the Insured shall allow the Investigator or any agent of the Company to inspect the material items and assist and not hinder or prevent the Company or any of its agents in pursuance of their duties on happening of loss.
- If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses in the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.
- 21.14 No Claim shall be payable under this Policy unless the cause of action arises in India, unless otherwise specifically provided in the Schedule to this Policy. All claims shall be payable in India in Indian Rupees only.

21.15 The Company have no duty to provide coverage under this insurance unless Insured and any other involved Insured have fully complied with all of the terms and conditions of this insurance.

21.16 This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Company from providing insurance.

21.17 Representation and Severability

In granting coverage to any one of the **Insureds**, the Company has relied upon the declarations and statements which are contained in or constitute the written proposal for this Policy. All such declarations and statements are the basis of such coverage and shall be considered as incorporated in and constituting part of this Policy.

Such written proposal for coverage shall be construed as a separate proposal for coverage by each of the **Insured Persons**. With respect to the declarations and statements contained in such written proposal for coverage, no statement in the proposal or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining if coverage is available.

21.18 Termination of Prior Policy

Any policies issued by the Company or its affiliates shall terminate, if not already terminated, as of the inception date of this Policy.

21.19 Cancellation

In case of any fraud, misrepresentation, or suppression of any material fact either at the time taking the Policy or any time during the currency of the earlier policies, Insurer may at any time cancel this policy by sending the Insured 15 days notice by registered letter, at the Insured's last known address and in such event Insurer shall refund to the Insured a pro-rata' premium for unexpired period of Insurance subject to no claim has occurred up to date of cancellation. Insurer shall, however, remain liable for any claim which arose prior to the date of cancellation. The Insured may at any time cancel this policy by giving a written notice to the insurer and in such event Insurer shall allow refund of premium at short period rate only provided no claim has occurred up to the date of cancellation..

21.20 Reasonable Care

The Insured shall exercise reasonable care that only competent **Employees** are employed and shall take all reasonable steps to prevent **Occurrence** and to comply with all statutory or other obligations and regulations imposed by any authority and shall maintain the **Premises** and all ways, works, machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

21.21 Fraudulent/wilful act or misrepresentation of facts

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or

any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf or if any loss be occasioned by the wilful act or with the connivance of the Insured to obtain any benefit under this Policy.

21.22 Contribution

If at the time of the happening of any loss covered by this Policy, there shall be any Director's & Officers Liability Insurance or other insurance effected by the Insured or by any other person covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability.

21.23 Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

The **Insured** will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

21.24 Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the courts of India and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

21.25 Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such dispute / difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no dispute / difference shall be referable to arbitration, as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

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.

When any dispute is under arbitration, except for the matters under dispute the parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss shall be first obtained.

21.26 Authorisation Clause

By acceptance of this Policy, the **Insured Organisation** agrees to act on behalf of all Insureds with respect to the giving and receiving of notices of **Claim** or termination, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notices provided for in this Policy (except the giving of notice to apply for the Extended Reporting Period), and the Insureds agree that the **Insured Organisation** shall act on their behalf.

21.27 Currency

Premiums, limits, deductibles, retentions, loss and other amounts under this insurance contract are deemed to be expressed and payable in Indian Rupees currency unless specifically agreed. If judgment is rendered, settlement is denominated or another element of loss is expressed in currency other than Indian Rupees, then the payment under this insurance shall be made in Indian Rupees at prevailing exchange rate on the date that the final judgment is rendered, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

21.28 Bankruptcy

Bankruptcy, winding-up 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.

21.29 Legal Action

No person or organisation has a right under this insurance to join the Company as a party or otherwise bring the Company into a suit seeking damages from an Insured or sue the Company on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organisation may sue the Company to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial in a civil proceeding or arbitration or other alternative dispute resolution proceeding but the Company will not be liable for any damages, loss, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limit of Indemnity.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of India. If any person or organisation sues the Company on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against the Company must be brought in and determined exclusively in the courts of India.

Attached to and forming part of

Policy no. -

22 ENDORSEMENTS ATTACHED AT THE INCEPTION OF THE POLICY

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22.1 CONDITIONS PRECEDENT TO LIABILITY OF THE COMPANY

It is hereby understood and agreed that this insurance shall not apply to and does not cover any liability, whatsoever for any claim in respect of loss or losses directly or indirectly (exclusively or partially) arising out of, resulting from, or in consequence of failure of the Insured to meet the following conditions, these are the conditions precedent to the Company's liability:

1. Insured has taken required government / regulatory approvals and has followed related rules & regulations.
2. Retroactive coverage is applicable on following conditions being complied with
 - (a) no break/gap in between the insurance periods;
 - (b) no known or reported losses for last 5 years, unless declared to the Company before inception of Policy and agreed by the Company;
 - (c) the insurance has been claims made since the retroactive date;
 - (d) Retroactive cover is restricted to limit/coverage in place during relevant **Policy Period** (but retroactive cover not exceeding this Policy coverage).
3. Insured has to notify in writing to the Company of the claims made against the Insured or any adverse incident that might lead to a claim under this Policy. This notification must be given to the Company within **Policy Period** or applicable extended reporting period.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

22.2 SHORT PERIOD PREMIUM SCALE

Period (Not exceeding)	Rate
1 Month	25% of the Annual rate
2 Months	35% of the Annual rate
3 Months	50% of the Annual rate
4 Months	60% of the Annual rate
6 Months	75% of the Annual rate
8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

Except as otherwise provided in this endorsement, all terms, provisions and conditions of this Policy shall have full force and effect.

22.3 10% MAJOR SHAREHOLDER EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance does not apply to any liability arising from/out of or based upon or in consequence of or brought or maintained by or on behalf of any individual or entity directly or beneficially owning 10% or more of the issued share capital or voting rights representing the present right to vote for election of directors of the Insured Organisation.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

22.4 COMMISSION AND BRIBES EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance does not apply to any liability arising from/out of or based upon or in consequence of loss in connection with any Claim(s) made against any Insured(s) alleging, arising out of, based upon, or attributable to:

- (i) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full time or part- time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- (ii) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principle share holders, or owners or employees, or “affiliates” (as the term is defined in The Securities Exchange Act of 1934, or any similar legislation in any jurisdiction to which this Policy applies, including any officers, directors, agents, owners, partners, representatives, principal shareholders or employees of such affiliates) of any customers of the Company or any members of their family or any entity with which they are affiliated; or
- (iii) Political contributions, whether domestic or foreign.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

22.5 MONEY LAUNDERING EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance does not apply to any liability arising from/out of or based upon or in consequence of any actual or alleged **Money Laundering** or any actual or alleged act(s) in breach of or which constitute an offence under any Money Laundering legislation (or any provisions and/or rules or regulations made by any regulatory body or authority there under) anywhere in the world.

If the Company alleges that, by reason of this exclusion, any Claim is not covered by this Policy, then the burden of proving the contrary shall be upon the Insured.

Money Laundering means:

- (i) the concealment, or disguise, or conversion or transfer, or removal of **Criminal Property**, (including concealing or disguising its nature, source, location, disposition, movement or ownership or any rights relating thereto);
- (ii) entering into or becoming in any way concerned in an arrangement which is known or suspected to facilitate (by whatever means) the acquisition, retention, use or control of **Criminal Property** by or on behalf of another person;
- (iii) the acquisition, use or possession of **Criminal Property**;
- (iv) any actual or alleged act(s) in breach of or which constitute an offence pursuant to any federal, country, state, territory or local statutory law anywhere in world governing Money Laundering or any provisions or regulations made by any regulatory body or authority there under;
- (v) any act which constitutes an attempt, conspiracy or incitement to commit any act or acts mentioned in paragraphs (i),(ii), or (iv) above; or
- (vi) any act which constitutes aiding, abetting, counselling or procuring the commission of any act or acts mentioned in paragraphs (i), (ii), (iii), (iv) or (v) above.

Criminal Property means property, including money, which constitutes a benefit obtained from or as a result of or in connection with **Criminal Conduct** or represents such a benefit (in whole or part and whether directly or indirectly) which the Insured (or any person or entity acting on their behalf) knows or suspects or reasonably should have known or suspected constitutes or represents such a benefit.

Criminal Conduct means conduct which constitutes (or would constitute) an offence pursuant to any federal, country, state, territory or local statutory law or common law anywhere in the world.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.