



THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001.

JOINT STOCK COMPANIES INSURANCE POLICY FOR SHARE TRANSFER

WHEREAS the insured named in the schedule herein (hereinafter called the "Insured") have made to The New India Assurance Co. Ltd. (hereinafter called "The Company") a written Proposal and Declaration (specified in the Schedule) which shall be the basis of the contract and be deemed to be incorporated herein for the insurance hereinafter contained, and have paid premium as consideration of this insurance, subject to the terms, conditions, provisions, exclusions contained herein or endorsed or otherwise expressed herein.

NOW WE THE COMPANY hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss incurred or sustained as described hereunder and first discovered by them during the period of Insurance as set out in the Schedule or in the event of the Policy not being renewed, within six months of the expiry of the Policy for the limits of indemnity set out in the Schedule and as more specifically defined herein.

INDEMNITY

Indemnity is afforded to the Insured, subject to the terms set out below and to the limits set out in the Schedule, for losses resulting from the Insured's liability to Third Parties (which would include Shareholders of the Insured) caused by their inability to complete transactions in respect of transfer of securities due to any of the following perils :

- a) Loss due to physical destruction of the securities due to Fire, Explosion and/or Implosion, Riot, Strike, Malicious Damage, Storm, Cyclone, Inundation & Earthquake, Flood.
- b) Loss or damage due to Burglary & Theft.
- c) Loss due to infidelity of the employees and/or contract peons.
- d) Legal liability due to incomplete transaction on account of (a), (b) & (c) as above.
- e) The Forgery or fabrication of securities, transfers, transfer receipts which may affect the registration or transfer of the securities.
- f) Discovery that the Securities which have been dealt in by the Insured in good faith are forged.

- g) Discovery that the Insured have been deceived as to the identity of any person for the purpose of the transfer of Securities registered or inscribed in books of the Insured whose Securities are listed on any Stock Exchange in India.
- h) Loss of securities whilst in course of transit for completion of transfer by Director, Officer or employee of the Insured including transit by Registered Post or Recorded Delivery anywhere in India only to the extent of the cost incurred in duplicating such securities.

EXCLUSIONS

Notwithstanding anything to the contrary hereinbefore contained, no indemnity is afforded for liability or loss attributable to :-

- 1. Any act of terrorism committed by a person or persons acting on behalf of or in connection with any Organisation. The terrorism shall mean the use of violence for political ends includes any use of violence for the purpose of putting the public or any section of the public in fear.
- 2. Speculative activities of the Insured which would include all the Directors and their employees.
- 3. Any act of fraud or dishonesty occasioned by or contributed to by any Director of the Insured whether salaried or otherwise.
- 4. Any event occurring prior to the retro-active date specified in the Schedule hereto.
- 5. Any securities entrusted to the Insured in locked boxes or other containers where the contents of the same are not specified.
- 6. Loss of market or delay or any consequential loss.
- 7. Any liability to Third Parties of any kind whatsoever other than liability covered under the policy.
- 8. No indemnity is afforded for claims arising in respect of any loss or liability for which the Insured are entitled to indemnify under any other Policy or recovery from the Stock Broker.
- 9. Loss or damage directly or indirectly occasioned by, happening through, or in consequence of, war, civil commotion, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority.
- 10. (a) Loss or destruction of or damage to any property whatsoever resulting or arising therefrom or any

- consequential loss.
- (b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

CONDITIONS

1. Calculation of Indemnity :

The Indemnity afforded to the Insured hereby in respect of any claim shall be calculated by estimating the value of the Securities (including bonus shares and rights shares entitled thereon) as at the closing market price prevailing on the Stock Exchange where the transaction was dealt with, on the day previous to the discovery of the circumstances giving rise to the liability or loss (Sundays and holidays being omitted) and if there is no such market price or value for the same on such day then the value shall be agreed between the parties, or failing agreement, shall be referred to Arbitration as per condition 8 hereof and adding to such value the amount of dividend, if any, declared on the aforesaid securities.

2. Limit of Indemnity :

The liability of 'Company' in respect of any one loss or series of losses attributable to the same cause or event shall not exceed the sum Insured in the Schedule.

3. Costs :

The legal costs and expenses incurred by the Insured in the defense or settlement of any loss covered by the terms of this Insurance Policy is payable provided the company's total liability to pay compensation, legal costs and expenses incurred by the Insured does not exceed the indemnity limit stated in the schedule.

4. Notice of Claim :

The Insured shall, as a condition precedent to their right to be indemnified under this Policy, give to the Company immediate notice in writing of

- (i) Any claim made against the Insured, or
- (ii) Any circumstances of which the Insured shall become aware which may subsequently give rise to a claim against the insured.

Such notice having been given, any subsequent claim arising therefrom shall be deemed to have been made during the subsistence hereof. The Insured shall upon request give to the Company such information as the Company may reasonably require.

The Insured shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Company who shall be entitled at any time to take over and conduct in the name of the Insured the defence or settlement of any claim.

5. Subrogation :

If any payment is made under this Policy in respect of a claim the Company shall be subrogated to all the Insured's rights of recovery in relation thereto.

6. Fraudulent Claim :

If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this policy shall become void and all claims hereunder shall be forfeited.

7. Cancellation :

The Company may cancel this Policy by sending THIRTY DAYS' NOTICE to the Insured's last known address. The Insured shall thereupon become entitled to the return of a proportionate part of the premium or Renewal Premium corresponding to the unexpired period of insurance.

8. Arbitration :

If any difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in 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 arbitrator and 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 difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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

9. Limitation for legal Action :

It is also hereby further 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 months from the date of such disclaim have been made the subject matter of a suit in a court of law, then the claim shall for all purpose be deemed to have

been abandoned and shall not thereafter be recoverable hereunder.

10. Retro-active period of cover :

The company shall not be liable to pay for losses not sustained within the retro-active period not exceeding two years from the date of discovery of any such losses. Provided that in such retro-active period the insurance was continuously in force but in no event the company shall be liable to pay any claim in respect of losses of damages sustained prior to the inception of the original policy.

Further, provided that losses which become payable under this clause shall be subject to the terms, conditions, exceptions of the policy currently in force on the date of recovery.

11. Definition :

'THE SECURITIES' shall mean all kinds of Preference and Equity shares, Debentures (Cumulative & Non-cumulative and Convertible & Non-Convertible).

S C H E D U L E

Schedule attaching to Policy No.

Name and address of the Insured :

The period of Insurance from : to :
The Retro-active date :
Sum Insured under this Policy :
 Limit per Shareholder Rs.10,000/-
 Limit for the entire Policy
 Period (Not exceeding Rs.10,00,000/-) - Rs.

Rate : 1% on the overall limit
 Additional Rs.50 per block of 1,000
 Shareholders subject to a maximum
 of Rs.10,000/-

Territorial Limits : Anywhere in the Republic of India

Date of the Proposal :

Dated atthis.....day of20
 For THE NEW INDIA ASSCE.CO.LTD.

Authorised Signatory

N.B. IN THE EVENT OF DISHONOUR OF PREMIUM CHEQUE THE POLICY
AUTOMATICALLY STANDS CANCELLED AS FROM INCEPTION.