

# **QUOTATION INVITATION LETTER**

FOR

**RENEWING DIRECTORS AND OFFICERS LIABILITY POLICY**

**Ref: No: HLL/CS/III-136/2022-23 Dated 23.09.2022**



**By**

**HLL Lifecare Limited**  
**(A Government of India Enterprise)**  
HLL Bhavan - Corporate Head Office,  
Poojappura - PO | Thiruvananthapuram - 695012,  
Kerala, India

**URL: [www.lifecarehll.com](http://www.lifecarehll.com)**  
**Email: [legal@lifecarehll.com](mailto:legal@lifecarehll.com)**  
**Phone: 0471-2354949**  
**CIN: U25193KL1966GOI002621.**

## QUOTATION INVITATION LETTER

**Ref: No: HLL/CS/III-136/2022-23**

**Dated 23.09.2022**

**Sub:** Quotation (bid) for renewing Directors and officers Liability policy ( Policy no. 571600492010000106 dated 24.10.2021) expiring on 24.10.2022 (Mid Night) of HLL Lifecare Limited [HLL]- reg.

HLL Lifecare Limited invites quotations for renewing Directors and officers Liability policy from reputed Insurance brokers / agents licensed by Insurance Regulatory and Development Authority of India. The Important information related to invitation letter is as follows:

The Director's Liability Insurance Policy ( Copy of Policy dated 24.10.2022 enclosed as Annexure-01) of HLL Lifecare Limited obtained from M/s. National Insurance Co. is expiring on 24th October, 2022 (mid night) and hence HLL intend to obtain competitive premium quotations to consider renewal of the said policy. In this regard, please note that the sanctioned strength of directors in HLL is nine (9) and hence the policy has to provide insurance coverage to all nine (9) directors as covered by the present policy. It may be noted that the present actual strength of Directors is only Eight (8) and the list of present directors is given below for information:

<b>SI No</b>	<b>Name of Directors</b>	<b>Designation</b>
1.	Shri K Beji George IRTS	Chairman & Managing Director
2.	Shri T Rajasekar	Director – Marketing
3.	Dr Geeta Sharma	Director – Finance
4.	Shri Ashish Srivastava IAS	Government Nominee Director
5.	Ms Roli Singh IAS	Government Nominee Director
6.	Dr P Vijaychander Reddy	Independent Director
7.	Prof (Dr.) Adarsh Pal Vig	Independent Director
8.	Ms. Neeta Boochra	Independent Director

In the existing insurance policy, HLL has also obtained coverage for (i) Eleven (11) Functional Heads of HLL, (ii) six (6) Heads of manufacturing units of HLL and (iii) Three (3) CEO's / COO of subsidiary companies who are on deputation from HLL.

The current invitation is for 9 nos. of directors and for officials which includes (i) Ten (10) Functional Heads of HLL, (ii) six (6) Heads of manufacturing units of HLL and (iii) Three (3) CEOs / COO of subsidiary companies. In this regard, updated list of officials under each category is enclosed as Annexure-02.

It may be noted that presently the sum insured under the above policy is Rs. 20 Cr. HLL has obtained the policy initially during the year 2012 and paid a considerable amount as premium till date. Further, during the period of insurance coverage there is no history of claim made by HLL and therefore interested brokers / agents are requested to obtain most economic premium quote for the sum insured of Rs. 20 Cr.

It may also be noted that HLL do not desire to incorporate any other changes in the Terms and Conditions of the existing Policy.

In view of the above, interested brokers / agents are requested to submit their competitive quotations for insurance premium, on or before 15:00 hrs on 07<sup>th</sup> October 2022 in the below address / venue:

The Company Secretary,  
HLL Lifecare Limited (A Government of India Enterprise)  
HLL Bhavan - Corporate Head Office,  
Poojappura - PO | Thiruvananthapuram - 695012, Kerala.

The Quotation will be opened at 16:00 Hrs on same day (i.e 07<sup>th</sup> October 2022) in the above Venue. Authorized representatives of the bidders, who have submitted quotation on time may attend the opening, provided they bring with them letters of authority issued by their competent authority.

**The sentence 'QUOTATION FOR RENEWING DIRECTOR'S LIABILITY INSURANCE POLICY, NOT TO BE OPENED BEFORE 16:00 HRS ON 07<sup>th</sup> October 2022' are to be written on the sealed outer envelope. If the outer envelope is not sealed and marked properly, HLL will not have any responsibility for its misplacement, premature opening, late opening etc.**

**Any conditional or delayed submitted quotations will be summarily rejected.**

**The Quotation should not be sent by email or through any other mode other than the physical bid as stated above.**

Courts at Thiruvananthapuram will only have the jurisdiction to try any matter, dispute or reference between parties arising out of this Invitation letter.

This is however issued without any commitment on the part of the HLL Lifecare Limited at this stage.

For HLL Lifecare Ltd.

Company Secretary

<b>पॉलिसी अनुसूची/ Policy Schedule - Directors &amp; Officers Liability Insurance</b> <b>Policy Number: 57160049211000071</b>		<b>व्यवसाय स्रोत / Business Source: 910016</b>
<b>जारीकर्ता कार्यालय/Issuing Office</b> <b>कार्यालय कोड/ Office Code: 571600</b> <b>कार्यालय पता/ Office Address:</b> <b>PALARIVATTOM DIVISION Mydhily</b> <b>Mandiram, Janata Junction, Palarivattom,</b> <b>Kochi,,Dist: Emakulam, Kerala, - 682025.</b> <b>State Code: 32, Kerala</b> <b>GSTIN: 32AAACN9987E1ZC</b> <b>Contact Number:</b> <b>Mobile Number: 0</b>		<b>विक्रय चैनल विवरण/ Sales Channel Details</b> <b>कोड/ Code: 91001600000001 *</b> <b>नाम/ Name: LMB Insurance Brokers Pvt</b> <b>Ltd - HO</b> <b>Contact Number: 7412314301</b> <b>सह दलाल कोड / Co Broker Code:</b>
		<b>कस्टमर केयर टॉल फ्री नंबर/Customer Care Toll Free Number:</b> <b>1800 345 0330</b> <b>ईमेल/ email:customer.support@nic.co.in</b>

NATIONAL INSURANCE COMPANY LTD  
 DIVISIONAL OFFICE  
 MYDHI / MANDIRAM, JAMATHA JNL,  
 PALARIVATTOM, PIN-682025  
 PH: 2339505, 2339510, FAX: 2339564

<b>ग्राहक का नाम /Customer Name: THE MANAGING DIRECTOR</b> <b>HLL LIFECARE LIMITED</b> <b>पता/ Address: (A GOVERNMENT OF INDIA UNDERTAKING),</b> <b>LATEX BHAVAN, POOJAPPURA, THIRUVANANTHAPURAM</b> <b>DIST. : THIRUVANANTHAPURAM, KERALA, City:</b> <b>THIRUVANANTHAPURAM, District: THIRUVANANTHAPURAM,</b> <b>State: KERALA, PIN: 695012.</b> <b>Cell: 9999999999</b>	<b>ग्राहक आईडी /Customer ID:</b> <b>9700910239</b> <b>फोन /Phone:</b> <b>ई-मेल /E-Mail:</b>	<b>पैन /PAN: AFAPT7865D</b>
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पॉलिसी: 25/10/2021 के 00:00 से 24/10/2022 को मध्य रात्रि तक प्रभावी /Policy Effective from 00:00 hours, on 25/10/2021 to midnight of 24/10/2022

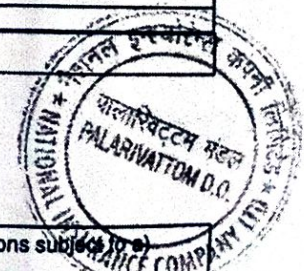
प्रीमियम/ Premium	₹	कवर नोट संख्या और तथि/ Cover Note Number and Date	लागू नहीं/NA
CGST	₹		
SGST/UTGST	₹		
IGST	₹ 0.00		
केरला बाढ़ उपकर/Kerala Flood Cess	₹ 0.00	प्रस्ताव संख्या और तथि/ Proposal Number and Date	8800201028416597 Dt. 13/10/2021
कम:जीएसटी_टीडीएस / Less:GST_TDS	₹ 0.00		
पुनर्प्राप्त योग्य स्टाम्प ड्यूटी /Recoverable Stamp Duty	₹ 0.00	रसीद संख्या और तथि/ Receipt Number and Date	571600812110013978 Dt. 13/10/2021
<b>कुल/Total Amount</b>	₹	पछिली पॉलिसी संख्या और समाप्ती तथि/ Previous Policy Number and Expiry Date	5716004617870000408 and Dt.24/10/2018 571600491810000199 and Dt.24/10/2019 571600492010000108 and Dt.24/10/2021

एजेंट, सिकार पुरी  
 (0971) 2339505 (0971) 2339510

Total Location Sum Insured ₹ 20,00,00,000.00

LocationAddress: 1)INDIA,MIDDLE EAST AFRICA & SOUTH AMERICA,,Thiruvananthapuram,Thiruvananthapuram,Kerala,695012.

SL. No	Coverage	Coverage Description	Sum Insured
1	Basic Cover	AS PER DIRECTOTRS & OFFICERS LIABILITY INSURANCE	20,00,00,000.00
अधिक/Excess: As per Standard Directors & Officers Liability Insurance Policy.			
Additional Information: NA			
Clauses		As per Annexure I	



टिप्पणियाँ/ Remarks: POLICY RETROACTIVE DATE-25/10/2012; with Exclusion of Known Losses and Pending Litigations subject to a) Lower of applicable limits b)Narrower of applicable coverage

COVERGE TO:  
 (i) 9 Directors of HLL Lifecare Ltd- As per list Attached  
 (ii) 11 Functional Heads of HLL. (wef 25.10.2020) As per list Attached

नेशनल इन्श्योरन्स कंपनी लिमिटेड  
 National Insurance Company Limited  
 CIN : U10200WB1906GO1001713  
 IRDA Regn. No. 58

पंजीकृत एवं प्रधान कार्यालय : 3 मिडिलटन स्ट्रीट, कोलकाता 700 071  
 Registered & Head Office : 3 Middleton Street, Kolkata 700 071  
 P.No : 033 - 22831705 - 06, Fax : 033-22831740  
 email : customer.support@nic.co.in

For any information please contact the Policy Issuing Office or Visit our website at <https://nationalinsurance.nic.co.in/>

अनुसूची/ Policy Schedule - Directors & Officers Liability Insurance

Policy Number: 571600492110000071

व्यवसाय स्रोत / Business Source: 910016

जारीकर्ता कार्यालय/Issuing Office

कार्यालय कोड/ Office Code: 571600

कार्यालय पता/ Office Address:

PALARIVATTOM DIVISION Mydhily  
Mandiram, Janata Junction, Palarivattom,  
Kochi,,Dist: Ernakulam, Kerala, - 682025.

State Code: 32 , Kerala

GSTIN: 32AAACN9967E1ZC

Contact Number:

Mobile Number: 0

विक्रय चैनल विवरण/  
**Sales Channel Details**

कोड/ Code: 91001600000001

नाम/ Name: LMB Insurance Brokers Pvt  
Ltd - HO

Contact Number: 7412314301

सह दलाल कोड / Co Broker Code:

कस्टमर केयर टॉल फ्री नंबर/Customer  
Care Toll Free Number:  
1800 345 0330

ईमेल/

email:customer.support@nic.co.in



NATIONAL INSURANCE COMPANY LIMITED  
DIVISIONAL OFFICE  
MYDHILY MANDIRAM, JAMATHA, JI  
PALARIVATTOM, COCHIN-682025  
PH: 2339565, 2335190, FAX: 2339561

- (iii) 6 Heads of manufacturing units of HLL (wef 25.10.2020) - As per list Attached  
(iv) 3 CEO's of subsidiary companies who are on deputation from HLL (wef 25.10.2020) - As per list Attached

The policy covers HLL LIFECARE LTD. & the following subsidiary companies:

- (i) HLL INFRATECH SERVICES LIMITED [HITES]  
(ii) GOA ANTIBIOTICS & PHARMACEUTICALS LIMITED [GAPL]  
(iii) HLL MOTHER & CHILD CARE HOSPITALS LIMITED [HMCCHL]

Policy on Claims Made Basis

SPECIAL CLAUSE ATTACHED: Right to Defend Clause

JURISDICTION: India

TERRITORY: INDIA, MIDDLE EAST, AFRICA & SOUTH AMERICA

SUBLIMITS APPLICABLE:

- (i) REPRESENTATION AT INVESTIGATIONS & EXAMINATION COST -RS.25 LAKHS  
(ii) ADVANCEMENT OF DEFENCE COST -RS 25 LAKHS  
(iii) OUTSIDE DIRECTORSHIP EXCESS: 0.25% OF AOO LIMIT FOR SECTION B

SPECIAL EXCLUSION : Known Losses and Pending Litigations subject to a) Lower of applicable limits b)Narrower of applicable coverage

AOO: AOY-RS 20 CRORES (INCLUDING DEFENCE COST & EXPENSES)

All other terms and conditions as per Standard Directors & Officers Liability Insurance Policy

जसकी गवाही में दनि/ माह /वर्ष को उपरोक्त उल्लेखित कार्यालय पते पर अधोहस्ताक्षरी को वधिवित अधकृत कयिा जा रहा है उसके हाथ नर्धिररति करिे जाएं। यह अनुसूची, संलग्न पॉलिसी, खण्ड, पृष्ठांकन और पॉलिसी शर्दों, जो कंपनी वेबसाईट <https://nationalinsurance.nic.co.in> पर उपलब्ध है, को एक अनुबंध के रुप में एक साथ पढा जाए तथा कोई भी शब्द या अभवियक्ति जिसके लरिे यह वशिषिट अर्य पॉलिसी या अनुसूची के कसिी भी हरिसे में संलग्न कयिा गया हो, एक ही अर्य वहन करेगा चाहे जहाँ भी उल्लेखति हो। यह आश्वासन दयिा जाता है कि प्रीमियम चेक के अस्वीकृतके मामले में, यह दस्तावेज स्वतः प्राथमकतिा नरिसत हो जाएगी। /IN WITNESS WHEREOF, the undersigned being duly authorized hereunto set his/ her hand at the office address mentioned above, this 13/October/2021.This schedule, the attached policy, the clauses, the endorsements and policy wordings as available in the website <https://nationalinsurance.nic.co.in> shall be read together as one contract and any word or expression to which the specific meaning has been attached in any part of this policy or of the schedule shall bear the same meaning wherever it may appear. It is warranted that IN CASE OF DISHONOUR OF THE PREMIUM CHEQUE, THIS DOCUMENT STANDS AUTOMATICALLY CANCELLED 'AB-INITIO'

इंश्योरेंसइंडयिालमिडिड

स्टॉप इयुलमिडिड/ For and on behalf of National Insurance  
Stamp  
Duty:  
(₹ 1.00)

कृते नेशनल इंश्योरेंस कंपनी  
Company Limited

अधकृत हस्ताक्षरकर्ता/ Authorized  
Signatory

Consolidated stamp duty Paid as per  
Government of Kerala Taxes (J) Department  
Order G.O. (P) No.32/2021/Taxes  
Dated 30-03-2021



नेशनल इन्श्योरेंस कंपनी लिमिटेड 2484  
National Insurance Company Limited  
CIN : U10200WB1906GO1001713  
IRDA Regn. No. 58

पंजीकृत एवं प्रधान कार्यालय: 3 मिडिलेन स्ट्रीट, कोलकता 700 071  
Registered & Head Office: 3 Middle Lane, Kolkata 700 071  
P.No : 033 - 22831705 - 06, Fax : 033-22831740  
email : customer.support@nic.co.in

For any information please contact the Policy Issuing Office or Visit our website at <https://nationalinsurance.nic.co.in>

**FUNCTIONAL HEADS, HEADS OF MANUFACTURING UNITS & CEOs OF SUBSIDIARY COMPANIES**

**FOR LIABILITY INSURANCE COVERAGE**

**FUNCTIONAL HEADS**

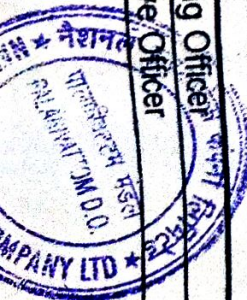
Sl No	Name of functions	Executive heading the function	Designation of the Executive
1	Human Resources	Dr Roy Sebastian	Vice President (HR)
2	Finance	Shri Santhosh Cherian	Senior Vice President (Finance) & CFO (I/c)
3	Information Technology	Shri L. Ajith Kumar	Vice President (IT)
4	Sourcing	Shri Vinod. G. Pillai	Vice President (Sourcing)
5	R&D and HMA	Dr. Anitha Thampi	Vice President (R&D)
6	Marketing, RBD and HCS	Shri N. Ajit	Vice President (Marketing)
7	Government Business	Shri R. S. Manku	Senior Vice President (GBDD)
8	Operations		Vice President (Technical & Operations)
9	Strategic Planning, IBD and CC	Shri S. M. Unnikrishnan	VP (IBD)
10	Secretarial & Corporate Audit	Shri Jaikrishnan A. R	CS & AVP (CAS)
11	Corporate Quality Assurance (COA)	Shri R. Jayashankar	DVP (COA)

**HEADS OF MANUFACTURING UNITS**

Sl No	Name of the Unit	Executive heading the Unit	Designation of the Executive
1	Perookkada Factory	Shri G. Krishnakumar	Executive Director (Operations)
2	Akkulam Factory	Shri V. Kuttappan Pillai	Executive Director (Operations)
3	Kanagala Factory, Belgaum	Shri K. Natesh	Executive Director (Operations)
4	Manesar Factory, Gurgaon	Shri P. N. Gupta	Associate Vice President
5	Irapuram Factory, Cochin	Shri Baiju. P	Joint General Manager (Operations)
6	Kakkanad Factory, Cochin	Shri Rajeev R. V	Joint General Manager (Operations) i/c

**CEOs of SUBSIDIARY COMPANIES - ON DEPUTATION FROM HLL**

Sl No	Name of the Subsidiary	Executive heading the Subsidiary	Designation of the Executive
1	HLL Infratech Services Limited (HITES)	Shri Sanjay Kumar Agrawal	Chief Operating Officer
2	Goa Antibiotics & Pharmaceuticals Ltd	Shri Reju Skaria	Chief Executive Officer



**NATIONAL INSURANCE COMPANY LIMITED**  
Regd. & Head Office. 3, Middleton Street, Kolkata-700071

**Directors and Officers Liability Insurance and Company Reimbursement**  
**Liability Insurance Policy**

Whereas the Insured named in the schedule hereto NATIONAL INSURANCE COMPANY LIMITED (Hereinafter called the Insurer) a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein for the insurance hereinafter contained and has paid the premium stated herein.

The Insurers hereby agrees subject to the terms, conditions, provisions and exclusions contained herein or endorsed or otherwise expressed hereon to indemnify the Insured as stated in the Insuring Clauses (Section-A and Section B) in excess of the amounts of deductible stated to be applied and subject always to the limit of indemnity stated in the schedule against such loss as herein provided

**INSURING CLAUSES:**

**Section-A:**

Pay on behalf of the Directors or Officers of the Company for Loss(es) arising from any claim first made in writing against them during the period of insurance and notified to the company during the period of insurance by reason of any Wrongful Act committed in the capacity of Director or Officer of the Company except for and to the extent that the Company has indemnified the Directors and Officers.

**Section-B:**

Pay on behalf of the insured loss(es) arising from any claim first made against the Director or Officers during the period of insurance and notified to the insured during the period of insurance by reason of any Wrongful Act committed in the capacity of Director or Officer of the insured but only when and to the extent that the insured shall be required or permitted to indemnify the Directors and Officers pursuant to the law common or statutory or the Memorandum and Article of Association.

**DEFINITIONS:**

1. **Insured(s):** means all persons who were , now are or shall be Director or Officer of the Company. **The term insured(s) shall also include:-**
  - i) The lawful spouses of such Directors and Officers.



- ii) The estates, heirs or legal representatives of deceased persons who were Directors or Officers of the company at the time of the Wrongful Act upon which the claim is made.
  - iii) The legal representatives of Directors or Officers in the event of incompetence, insolvency or bankruptcy.
  - iv) Employees of the company in a managerial or supervisory position.
2. **Company:** means the Principal Company shown in the schedule and any subsidiary as mentioned in the schedule.
  3. **Subsidiary:** means any company of which the company owns more than 50% of the issues and outstanding voting share capital either directly or indirectly through one or more of its subsidiaries.  
It is expressly understood and agreed that the definition of subsidiary under this policy does not mean any company in which the company owns 50% or less of the outstanding voting share capital either directly or indirectly through one or more of its subsidiaries. Furthermore it is understood and agreed that the definition of the Company and/or subsidiary shall not include any joint venture in which the company has an interest.
  4. **Wrongful Act:** means any actual or alleged act, errors or omission by the Insured(s) while acting in their capacity as (i) Directors or Officers of the Company or (ii) Employees of the Company in a managerial or supervisory position. Wrongful Act also means any matter claimed against Directors and Officers solely by means of their status as Directors and Officers of the Company.
  5. **Claim:** means any notice received by the company or by an insured alleged to have committed a Wrongful Act or the intention of a person or entity to hold an insured responsible for the result of any Wrongful Act including any demand received by an insured for money or services naming an insured as defendant or the institution of arbitration proceeding against an Insured.
  6. **Loss:** means any damages, judgements, settlements and defence costs. Loss shall not include fines or penalties imposed by law, punitive or exemplary damages of any manner deemed uninsurable under the law.
  7. **Defence Costs:** means reasonable legal fees, costs and expenses incurred by an insured which are necessary to defend or appeal a claim covered by this policy.
  8. **Policy Period:** means the period of time shown in the schedule. of this policy.
  9. **Discovery Period:** means the period of time as expressed in the condition of the policy which shall run from the date this policy expires.

### **EXCLUSIONS:**

**The insurer shall not be liable to make any payment for loss based on arising from or attributable to:-**

1. **a.** Fraudulent or dishonest acts of any Insured if such acts are found by any Court to be fraudulent, dishonest or criminal.  
**b.** any personal profit or advantage gained by an insured to which such insured was not legally entitled.  
For determining the applicability of Exclusion (a) and (b) a Wrongful Act of one Insured shall not be imputed to any other insured.
2. Any litigation or other proceedings begun before the inception date of this policy.





3. Any fact, circumstances, act of omission of which notice has been given under any policy existing or expired before or on the inception date of this policy.
4. Any claim brought by or on behalf of any insured of the company other than;
  - a. Any employment related disputes or
  - b. Any instigated by a shareholder or group of shareholders of the company in the name of the company without the participation or assistance of any insured.
5. Any claim brought against any person acting in the capacity:-
  - a. As trustee or administrator of any occupational Pension Scheme or employment benefits programme.
  - b. As external auditor.
6. a.. any injury, damage, expense, cost, loss, liability or legal obligation in any way related to pollution howsoever caused including shareholder or derivative claims arising from or attributable to such pollution. Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance if such substance has or is alleged to have the effect of making the environment impure, harmful or dangerous. Environment includes any air, land structure or the air therein, water course or water including ground water.
  - b. The hazardous properties of nuclear or radioactive materials.
  - c. any products which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the insured or insureds.
7. The insurer shall not be liable to make any payment for loss:
  - a. For bodily injury, sickness, diseases or death of any person or
  - b. Damage to or destruction of any tangible property including loss of use of such property.

### **CONDITIONS:**

The Policy and Schedule shall be read together as the one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning only wherever it may so appear.

#### **1. Limit of Liability:**

the amount shown in the schedule is the insurers maximum aggregate liability or all losses including defence costs, arising from all claims first made during the policy period and the discovery period if applicable.

Two or more claims arising out of a single act, error or omission or a series of related acts, errors or omissions shall be treated as a single claim. All such claims shall be treated as though first made during the policy period or discovery period in which the earliest claim was first made.

#### **2. Deductible:**

The insurer shall have no objection to pay loss or defence costs until the insureds or the company have incurred loss in the amount of the deductible shown in the schedule if applicable except that, if the company is unable to pay the amount of deductible due to insolvency then subject to all other terms and conditions of this policy the insurer shall pay such loss and be subrogated to the insureds rights of indemnity.

The deductible shall apply to all losses for which advancement or indemnification by the company is required or permissible under company indemnification laws or agreements regardless of whether or not the company actually advances or indemnifies the insureds for such loss.



3. **Claims:**

The company or the insureds shall give written notice to the insurer of any claim first made during the policy period as soon as practicable, but in no event later than 45 (forty five) days after the expiration of this policy or in the case of claims first made during the discovery period, if applicable, not later than 45 days after the discovery period expires.

The company and the insured shall give the insurer such information and co-operation as it may reasonably require,. Notice and all information shall be sent in writing to the insurer.

Neither the company nor any insured shall admit liability for or settle any claim or incur defence costs without the insurers prior written consent which consent shall not be unreasonably withheld. The insurer shall at all times have the right, but not the duty to associate in the investigation, defence or settlement of any claim to which this policy may apply.

If during the policy period or discovery period , if applicable, the company or any insured shall become aware of an actual or alleged wrongful act which may subsequently give rise to a claim and during such period give immediate notice to the insurer of such wrongful act, the claims later made against any insured arising out of that wrongful act shall for the purpose of this policy be treated as a claim made during the policy period or discovery period, if applicable, in which such notice was first given. Notice of such wrongful act must contain a specific description of the actual or alleged to have been committed and described the material facts or circumstances which may give rise to a claim.

4. **Advancement of Defence Costs:**

The insurer shall advance defence costs for which the company can not advance or indemnify under company indemnity laws or agreements prior to the final payment or settlement of any claim. Notwithstanding the above the insurer shall advance defence costs on an ongoing basis prior to the final payment or settlement of any claim where such defence costs are incurred with the written consent of the insurer. However, such advance payments by the insured shall be repaid to the insurer in the event the insureds shall not be entitled to payment of such loss under the policy.

If a claim against an insured or insureds includes causes of action against uninsured damages, uninsured acts or other uninsured matters, the insurer, the company and the insureds agree to use their best efforts to determine a reasonable allocation of defence costs, settlements and damages between the insurer, the company and the insured.

5. **Takeover and Mergers:**

**If during the policy period the company merges with or consolidates into another entity or any person or entity acquires 50% or more of the issued share capital of the company, then the cover provided under this policy is amended so as to apply only to wrongful acts committed prior to the effective date of such transaction.**

The company shall give written notice of such transaction within 30 (thirty days) of the effective date of such transaction.

6. **Other Insurance:**

The insurance provides by this policy shall apply only in excess of any other valid and collective insurance.

7. **Subrogation:**



In the event the insurer makes any payment under this policy, the insurer shall be subrogated to all the companies and the insureds rights of recovery and the company and the insureds shall cooperate with the insurer in securing such rights.

8. **Policy Disputes Clause:**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by the insurers, the insured and the company to be subject to Indian law. Each party agree to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements of such court of jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

9. **Cancellation Clause**

The Policy may be cancelled at any time by giving 15 days' notice by means of registered letter from the Company to the Insured's last known address and in such event the Company will refund pro-rata premium for the un-expired period of the Policy. The Policy may also be cancelled by the insured by giving 15 days notice in writing to the Company and in that event the Company shall cancel the policy and agree refund of the premium at short period scale subject to there being 'No Claim' under the Policy during the period of insurance.

Short period Scale

Period of risk	Premium to be retained
Up to One month	25% of annual premium
Up to Three months	50% of annual premium
Up to Six months	75% of annual premium
Exceeding six months	100%

10. **Arbitration Clause:**

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

It is clearly understood that no difference or dispute shall be referable to arbitration as herein before provided, if the insurer has disputed or not accepted liability under or in respect of 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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.



**11. Fraudulent Claims:**

The insurer shall not be liable to make any payment under this policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by the insured or by any person on behalf of the insured if the insurance have been continued in consequence of any material misstatement or the non-disclosure of any material information by or on behalf of the insured.

12. That the insurer shall be entitled at its own expense and for its own benefits in the name of the insured to prosecute or claims and exercise all rights of action competent to the insured against any party liable in respect of any act insured against in connection with which it may have made payment under this policy and the insured shall give to the insurer such information and assistance as may be reasonably required for maintaining such claims or right.

**13. Discovery Period:**

The insurers right to exercise the discovery period must be by notice to the insurer in writing within the policy period. However, the period may be extended by 10 days of expiration of the policy.

The right to exercise the discovery period does not apply in the event of cancellation of the policy resulting from non payment of premium.

**14. Disclaimer:**

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

*Please examine the policy and see that it is prepared according to your instruction. If not it should be returned forthwith for rectification.*

Date:

Authorised Signatory

For and on behalf of National Insurance Company Limited

Addresses of –  
Customer Relationship Management Department

**Regional Office:**

Head Office: Pradip Building ( 7<sup>th</sup> Floor)  
6A, Middleton Street

Kolkata-700071

Office of the Insurance Ombudsman

AKM/RS/SB/NIC46008.



**NATIONAL INSURANCE COMPANY LIMITED**  
Regd. & Head Office. 3, Middleton Street, Kolkata-700071

**Policy Schedule of Directors and Officers Liability Insurance and Company Reimbursement Liability Insurance Policy**

( Attaching to and forming part of the policy No.....)

1. Proposal date.	
2. Insureds' name:	
3. Insureds' Address:	
4. Subsidiary Companies' name & Addresses	From.....AM/PM to.....Midnight
5. Policy period	
6. Retroactive Date	
7. Premium:	
8. Situation/Geographical area:	
9. Liability covered:	
10. Number of Director and Officers In India Outside India (other than USA/Canada) In USA and Canada	
11. Liability limit: In India Outside India (except USA/Canada) USA/Canada	AOO AOP
12. Deductible In India Outside India (except USA/Canada) USA/Canada	
13. Extensions with sub limits of liability	AOO AOP
14. Exclusions:	
15. Clauses/Endorsements	
16. Specific Warranty/declaration	

Place:  
Date:

Authorised Signatory

For National Insurance Company Limited



<b>FUNCTIONAL HEADS, HEADS OF MANUFACTURING UNITS &amp; COO/ CEO'S OF SUBSIDIARY COMPANIES FOR LIABILITY INSURANCE COVERAGE</b>			
<b>(I) FUNCTIONAL HEADS</b>			
<b>SI No.</b>	<b>Name of functions</b>	<b>Executive Heading the function</b>	<b>Designation of the Executive</b>
1	Human Resources	Dr Roy Sebastian	Vice President (HR)
2	Finance	Shri Santhosh Cherian	Senior Vice President (i/c) & CFO
3	Information Technology	Smt. Udayakumari K S	Associate Vice President (IT)
4	Sourcing	Shri Binu Thomas	Vice President (Sourcing)
5	R&D and HMA	Dr.Anitha Thampi	Vice President (R&D)
6	Marketing, RBD and HCS	Shri N. Ajit	Vice President (Marketing)
7	Technical & Operations	Shri. V. Kuttappan Pillai	Vice President (T&O)
8	Strategic Planning, IBD and CC	Shri S.M. Unnikrishnan	Vice President (IBD)
9	Secreterial & Corporate Audit	Shri Jaikrishnan A.R	Company Secretary & Associate Vice President (CAS)
10	Corpportae Quality Assurance (CQA)	Shri G. Krishna Kumar	Vice President (CQA)
<b>(II) HEADS OF MANUFACTURING UNITS</b>			
<b>SI No.</b>	<b>Name of functions</b>	<b>Executive Heading the function</b>	<b>Designation of the Executive</b>
1	Peroorkada Factory	Smt L.G. Smitha	General Manager (Operations)
2	Akkulam Factory	Shri. Mukund. R	Joint General Manager (Operations)
3	Kanagala Factory, Belgaum	Shri. K. Natesh	Executive Director ( Operations)
4	Manesar factory, Gurgaon	Shri. P.N.Gupta	Associate Vice President
5	Irapuram Factory, Cochin	Shri. Anoop R	Joint General Manager (Operations)
6	Kakkanad Factory, Cochin	Shri Rajeev R.V	Joint General Manager (Operations)
<b>(III) COO/ CEO'S OF SUBSIDIARY COMPANIES</b>			
<b>SI No.</b>	<b>Name of functions</b>	<b>Executive Heading the function</b>	<b>Designation of the Executive</b>
1	HLL Infratech Services Limited [HITES]	Shri Sanjay Kumar Agrawal	Chief Operating Officer [COO]
2	Goa Antibiotics & Pharmaceuticals Ltd	Shri Reju Skaria	Chief Executive Officer [CEO]
3	HLL Mother & Child Care Hospitals Limited	Shri Sharad Agarwal	Chief Executive Officer [CEO]