

**Directors' & Officers' Management Liability &
Company Reimbursement Insurance Policy**

Endorsements

1. Shareholder costs

This **Policy** extends to cover the **Company** against legal liability to pay by order of a court any costs charges or expenses incurred by any shareholder of the **Company** in pursuing a **Claim** against any **Insured Person**. This cover shall apply up to the sub-limit mentioned in the **Schedule** attached to this **Policy**.

2. Tax Liability Extension

This **Policy** shall extend to include an **Insured Person's Loss** arising from their personal liability for unpaid taxes of the **Company** where the **Company** has become insolvent, except to the extent that such liability arises from the willful intent of the **Insured Person** to breach any statutory duty or legislation governing the payment of taxes. This cover shall apply up to the sub-limit mentioned in the **Schedule** attached to this **Policy**.

3. Preservation of Indemnity

This **Policy** is extended to insure the **Insured Person's** liability arising from a wrongful act that can lawfully be indemnified by the Company, but that the **Insured Person** cannot recover from the Company because the Company is in liquidation (other than by voluntary liquidation).

The **Insured Person** must provide satisfactory proof of the Company's financial position, including documentary evidence of the Company's assets and liabilities and any official statements issued by the liquidator.

4. Kidnap Response

In the event of a **Kidnapping, Hijacking** or **Wrongful Detention** of an **Insured Person** during the **Period of Insurance**, RQBE will pay for **Kidnap Response Costs** of up to INR xxxxx incurred through the kidnap response consultants.

For the purpose of this endorsement:

Kidnapping means any event or connected series of events of seizing, detaining or carrying away by force or fraud an **Insured Person**, while acting outside his country of residence in the course of employment by the **Company**, for the purpose of demanding ransom monies.

Kidnap Response Costs means the reasonable fees and expenses of the kidnap consultants incurred in response to any **Kidnapping, Hijacking** or **Wrongful Detention** incident anywhere in the world (excluding

Colombia, Iraq, Nigeria, and the Philippines). Such fees and expenses shall include related costs for travel; accommodation; qualified interpretation; communication and payments to informants.

Hijacking means illegal holding under duress, for a period in excess of six hours, of an **Insured Person**, during travel in the course of employment with the **Company**, on or in any aircraft, motor vehicle or waterborne vessel.

Wrongful Detention means the arbitrary or capricious confinement of An **Insured Person**, while acting in the course of his employment by the **Company**, by person(s) acting as agent(s) of, or with the tacit approval of, any government or governmental entity, or acting or purporting to act on behalf of any insurgent party, organisation or group. A connected series of **Wrongful Detentions** will be considered one **Wrongful Detention**.