

**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



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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**.