

Warranty and Indemnity Insurance Policy**TAX Liability Insurance****PREAMBLE**

HDFC ERGO General Insurance Company Limited (herein called the "Insurer") and the Insured (as named in the policy schedule) agree that:

The Company will indemnify or otherwise compensate the Named Insured in accordance with and subject to the terms and conditions of this policy, in consideration of the payment to the Company of the premium for the period of insurance.

This is a claims made policy. Except to such extent as may otherwise be provided herein, the coverage of this policy is limited to any liability arising for or in respect of Audits first notified to or coming to the attention of the Insureds and reported to the Insurer pursuant to the terms herein during the Policy Period. In entering into this Policy, the Insurer is relying upon the representations made and documents provided to the Insurer by the Named Insured as set forth in the Representation Letter which shall form the basis of this Policy.

DECLARATIONS

Item 1(a) Named Insured:	[<input type="checkbox"/>], a company incorporated under the laws of and whose principal place of business is [<input type="checkbox"/>].
[Additional Insured]:	[Buyer] , a company incorporated under the laws of [<input type="checkbox"/>] and whose principal place of business is [<input type="checkbox"/>].
Item 1(b) Insurer:	HDFC ERGO General Insurance Co. Ltd, having address at 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri(E), Mumbai – 400059 Call Centre - 022-6234 6234
Item 2 Policy Period:	From [<input type="checkbox"/>] (the Inception Date) to the date falling 7 years from [end of financial year in which completion occurs] (the Expiry Date), both days inclusive.
Item 3 Limit of Liability:	[<input type="checkbox"/>] in the aggregate.
Item 4 Retention:	[<input type="checkbox"/>] in the aggregate (limited to Audit Expenses only).
Item 5 Premium:	[<input type="checkbox"/>]
GST (%):	[<input type="checkbox"/>]
Total Premium:	[<input type="checkbox"/>]

1. DEFINITIONS**1.1. Acquisition Agreement**

means the share purchase agreement for the sale and purchase of the Shares [] dated [], a copy of which is attached as Exhibit C to this Policy.

1.2. Advance Tax Payment

means, to the extent relating to the Covered Tax only, any amount of [Capital Gains] Tax (including Interest and Insured Penalties) that the Insureds are required to pay or otherwise deposit with a Taxation Authority prior to a Final Determination.

1.3. Affiliates

means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person. For purposes of this definition, "Control" means possessing the power or authority to direct the management and policies of a Person, directly, or indirectly, whether through the ownership or power over the voting, of a majority of the outstanding voting securities or power to directly or indirectly designate or appoint a majority of the board of directors or similar governing body of a Person (and the terms "Controls", "Controlled" and "Controlling" have meanings correlative to the foregoing).

1.4. Assessment

means any closure notice, contract settlement, order or decision of a court or tribunal of competent jurisdiction relating to an Audit, and/or any assessment, notice, demand, letter or other document issued by any Taxation Authority in respect of an Insured Tax Event which gives or would reasonably be expected to give rise to a Tax Loss.

1.5. Audit

means any audit, inquiry, enquiry notice, claim, assessment, demand, discovery assessment, notice, letter, determination, demand, investigation, administrative proceeding, request for information or other similar event or written communication (or any pending or threatened commencement of such actions) of or taken by or on behalf of, or given to a Taxation Authority and including any appeal, challenge or review in relation to such actions, which gives or would reasonably be expected to give rise to a Tax Loss or Offsetting Benefit. The end of any Audit shall be when there has been a Final Determination.

1.6. Audit Expenses

means the reasonable fees, costs and expenses (including those of attorneys and/or other third party professionals) incurred by the Insureds or any of their Affiliates with insurer's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) in investigating, defending or dealing with an Audit or Assessment or defending in any court or tribunal the imposition or potential imposition of a Tax Loss, Interest and/or Insured Penalties by a Taxation Authority. Audit Expenses shall not include any expenses paid or incurred by the Insureds in the ordinary course of business.

1.7. Audit Expenses Notice

means a notice by any one of the Insureds to the Insurer constituting a Claim for any Audit Expenses incurred by that Insured, such notice setting out reasonable details of such Audit Expenses.

1.8. Audit Notice

has the meaning described in Clause 7.1.

1.9. Business Day

means a day (not being a Saturday or Sunday) on which banks generally are open for business in India.

1.10. Capital Gains

means a gain arising from the transfer of the Shares under the Acquisition Agreement.

1.11. Capital Gains Tax

means a Tax on Capital Gains.

1.12. Change in Law

means a legislative, regulatory or administrative change to a Tax Act or the published practice of a Taxation Authority, other than to the extent that such change is expressed to have retrospective effect.

1.13. Claim

means a claim by an Insured for payment under this Policy.

1.14. Expiry Date

has the meaning set forth in Item 2 of the Declarations.

1.15. Final Determination or Finally Determined

means:

- (i) a final non-appealable decision, judgment, decree or other order by any court or tribunal of competent jurisdiction; or
- (ii) a decision, judgment, decree or other order by any court or tribunal of competent jurisdiction, closure notice or assessment which becomes finally determined by effluxion of time; or
- (iii) where the Insurer and the Insureds agree in writing not to make an appeal (or defend an appeal) in respect of an appealable decision, judgment, decree, closure notice, assessment or other order by any court or tribunal of competent jurisdiction or a Taxation Authority; or

(iv) a binding closing or settlement agreement with a Taxation Authority, made with Insurer's written approval.

1.16. Final Determination Notice

has the meaning described in Clause 7.12.

1.17. Inception Date

means the date first set forth in Item 2 of the Declarations.

1.18. Insureds

means the Named Insured [and the Additional Insured] referred to in Item 1(a) of the Declarations, and reference to an Insured is to either of them.

1.19. Insured Group

means, with respect to an Insured, such Insured and its Affiliates which are members of the same group as such Insured for tax purposes.

1.20. Insured Loss

has the meaning described in Clause 2(ii).

1.21. Insured Part of an Audit

has the meaning described in Clause 7.2.

1.22. Insured Penalties

means any Penalties (save to the extent that such Penalties are uninsurable in accordance with applicable law).

1.23. Insured Tax Event

means a charge, assessment or demand of or for Tax by a Taxation Authority arising in the name of either of the Insureds (including the Additional Insured as a representative assessee of the Named Insured) as a result of the Named Insured's disposal to the Additional Insured of the Shares under the Acquisition Agreement being subject to Capital Gains Tax, including failing to qualify for the Capital Gains Tax exemption under [] the Double Taxation Avoidance Agreement or similar other arrangement in relevant jurisdiction

1.24. Insurer

means HDFC ERGO General Insurance Co Ltd referred to Item 1(b) of the Declarations and its permitted assigns.

1.25. Interest

means interest including penalty interest on an underpayment of Tax which constitutes a Tax Loss and is assessed by a Taxation Authority to be payable by an Insured.

1.26. Interest Rate

means 2% above the base rate of Reserve Bank of India in place from time to time

1.27. Limit of Liability

means the amount set forth in Item 3 of the Declarations.

1.28. Offsetting Benefit

means the amount actually realised (net of taxes), by the relevant Insured or any other member of the relevant Insured Group, of any saving of any tax that would not have been realised but for a Tax Loss. For the avoidance of doubt, Offsetting Benefits shall include any refund, credit, or other reduction of tax, actually realised as a result of a Tax Loss, including, without limitation, any deduction taken with respect to Interest.

1.29. Penalties

means any fines or penalties imposed by a Taxation Authority on an Insured which is directly attributable to the Tax Loss.

1.30. Person

means any individual, corporation, limited liability company, association, general partnership, limited partnership, venture, trust, association, firm, organization, company, business entity, union, society, government, (or political subdivision thereof) or governmental agency, authority or instrumentality.

1.31. Policy

means this tax liability insurance policy, including any declarations, schedules, exhibits, attachments or endorsements attached hereto.

1.32. Policy Period

has the meaning set forth in Item 2 of the Declarations, subject to Clause 7.1(ii).

1.33. Premium

means the amount set forth in Item 5 of the Declarations.

1.34. Proof of Insured Loss

means a completed and signed proof of Insured Loss in the form set forth in Exhibit B hereto (including a calculation of the Insured Loss and any relevant supporting documents).

1.35. Representation Letter

means the letter, executed by the Named Insured and delivered to the Insurer in connection with the underwriting of this Policy, a copy of which is attached hereto as Exhibit A.

1.36. Retention

means the amount stated in Item 4 of the Declarations.

1.37. Shares

means the Sale Shares (as defined in the Acquisition Agreement) to be transferred by the Named Insured to the Additional Insured pursuant to the terms of the Acquisition Agreement.

1.38. Tax

means all forms of direct and indirect taxation and statutory, governmental, duties (including stamp duties), imposts, contributions, levies, withholdings or liabilities imposed by a Taxation Authority under the Tax Act in each case in the nature of taxation and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other measure however imposed.

1.39. Tax Act

means the Income Tax Act 1961 and any other directive, statute, enactment, law or regulation wheresoever enacted or issued, coming into force or entered into providing for or imposing any Tax and shall include orders, regulations, bylaws or other subordinate legislation made under the relevant statute or statutory provision and any directive, statute, enactment, law, order, regulation or provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same.

1.40. Tax Loss

means the amount of any Tax imposed on an Insured by a Taxation Authority arising out of an Insured Tax Event.

1.41. Tax Return

means any return, declaration, report, claim for refund, or information return or written statement relating to Tax, including a schedule or attachment thereto, and including any amendment thereof.

1.42. Taxation Authority

means the India Revenue Service and other relevant departments of the Ministry of Finance, Government of India, any judicial or quasi-judicial authority (including the Income Tax Appellate Tribunal) having jurisdiction over an Insured or any other governmental Tax authority which is in each case competent to impose any Tax in the Republic of India.

2. INSURING AGREEMENT

- (i) In consideration of the payment of the Premium and subject to the terms and conditions of this Policy, the Insurer shall, in excess of the Retention, pay to the Named Insured or the Additional Insured (as applicable), any Insured Loss up to amount stated in Item 3 of the Declarations, provided that the Named Insured or the Additional Insured (as applicable) files a Claim under this Policy in accordance with Clause 7.
- (ii) The Insured Loss shall be after giving effect to Clause 12.8 the aggregate of:
 - a) any Advance Tax Payment (if applicable); plus
 - b) a Tax Loss (excluding such amount of the Tax Loss which is covered by an Advance Tax Payment); plus
 - c) any Interest (excluding such amount of any Interest which is covered by an Advance Tax Payment) and Audit Expenses; plus
 - d) Insured Penalties; less
 - e) any Offsetting Benefits.

3. PREMIUM

The Insureds shall, as a condition precedent to the Insurer's liability under this Policy, pay an amount equal to the Premium to the Insurer by electronic transfer before the Inception Date. [NOTE: If the policy is to cover the buyer as well, this clause can split the payment of the premium between them.]

4. LIMIT OF LIABILITY

- (i) The Insurer's maximum aggregate liability under this Policy for Insured Loss exceeding the Retention shall be limited to the amount stated in Item 3 of the Declarations.
- (ii) If the Insurer pays the full amount of its maximum aggregate liability under this Policy as limited by Clause 4(i), the Insurer shall have no further obligation to make any payments under this Policy in respect of the Insured Loss.
- (iii) The Retention is an aggregate amount which shall be uninsured.
- (iv) The Insurer shall not be liable for any Insured Loss until the aggregate of all Insured Loss exceeds the Retention. The Insurer shall only be liable for the excess of the Insured Loss above the Retention.
- (v) The Retention shall only be eroded by Insured Loss which would otherwise be covered under this Policy (but for the Retention).

5. POLICY PERIOD

Subject to Clause 7.1(ii), the Policy Period is the period set forth in Item 2 of the Declarations.

6. EXCLUSIONS

- (i) Without prejudice to the Insurer's rights and remedies under the Insurance Act 1938 and as amended from time to time, the Insurer shall not be liable to make any payments for any Insured Loss to the extent that the Insured Loss results from, arises out of, is attributable to, or to the extent it is increased by any material inaccuracy in or material omission from any statement or representation made by the Named Insured in the Representation Letter or in the documents referred to in the Representation Letter, or any non-disclosure of information by the Named Insured that renders any of the representations set out in the Representation Letter incorrect or untrue, in each case that is (i) material to the risk assumed by the Insurer under this Policy or (ii) actually prejudices the Insurer.
- (ii) The Insurer shall not be liable to make any payments for any Insured Loss to an Insured to the extent that the Insured Loss results from, arises out of, is attributable to, or to the extent it is increased by:
 - a) a Change in Law, effective after the Inception Date;
 - b) any act committed by such Insured with the intent (as determined by an arbitral tribunal or a court of law having competent jurisdiction, or otherwise determined in accordance with Clause

- 11) of violating any law, rule, regulation or statute. For the avoidance of doubt, the payment of consideration by the Additional Insured to the Named Insured in relation to the transfer of Shares under the Acquisition Agreement without withholding Capital Gains Tax or the failure to request a nil withholding tax certificate from the Taxation Authority under provision of the Indian Income Tax Act 1961 and as amended from time to time will not constitute violation of any law, rule, regulation or statute by an Insured;
- c) any failure by such Insured to follow proper and full procedures as advised by a tax advisor of an Insured in respect of the filing of any Tax Return relating to an Insured Tax Event (whether in respect of the advice of the Named Insured's tax advisor in respect of a filing made before the date of completion of the Acquisition Agreement or the Additional Insured's tax advisor in respect of a filing made after the date of completion of the Acquisition Agreement). For the avoidance of doubt, the failure to request a nil withholding tax certificate from the Taxation Authority under provision of the Indian Income Tax Act 1961 and as amended from time to time will not constitute a failure to follow proper and full procedure relating to the filing of any Tax Return relating to an Insured Tax Event pursuant to this Clause;
 - d) the filing by such Insured (without the prior written consent of the Insurer) of any Tax Return which is inconsistent with the position that no Tax Loss is due or payable to the Taxation Authority, provided that the exclusion shall not apply if the relevant Insured is legally required to take such a position after there has been a Final Determination. This Clause 6(ii)(d) is not intended to restrict or prevent the Insured's Group from complying with its filing obligations under any legislative, regulatory or administrative change or amendment to the Income Tax Act (and any rules thereunder) including circulars, administrative orders or notifications issued by a Taxation Authority, but exclusion 6(ii) (a) continues to apply to any resulting Tax Loss; or
 - e) the fraudulent or deliberately misleading conduct of any member of such Insured's Group.
- (iii) If the Insurer avoids this Policy, it shall not have any liability under this Policy (in respect of the Insured Loss or otherwise) but shall be entitled to retain, by way of a forfeit of part of the Premium, 5% of the Premium. The balance of the Premium (excluding IPT - Insurance Premium tax) shall be refunded to the Named Insured and Additional Insured in the same proportions in which they were received by the Insurer, except in the event it is Finally Determined that the Named Insured has breached any representations or warranties made by it in the Representation Letter, in which case the balance of the Premium (excluding IPT) shall be refunded only to the Insured.
- (iv) If only part of the Insured Loss is excluded under this Clause, the Insurer shall remain liable for that part of the Insured Loss which is not so excluded.
- (v) [Notwithstanding anything to the contrary contained in this Policy (including Clause 6(i)), the Insurer and the Insureds acknowledge and agree that in the case of the Additional Insured, any action taken or conduct by the Named Insured or any Affiliates, officer or representative of the Named Insured which constituted (or is determined to constitute):
- a) fraud;
 - b) a breach of any term, condition or warranty of this Policy; or
 - c) any non-disclosure or misrepresentation (including the representations made by the Named Insured in the Representation Letter or in the documents referred to in the Representation Letter and any non-disclosure of information that renders any of the representations set out in the Representation Letter incorrect or untrue),

shall not prejudice the Additional Insured's rights under this Policy (including its rights under Clause 2(i)) nor entitle the Insurer to rescind, exclude or avoid cover under the Policy as to the Additional Insured in the event that any Tax (including interest and penalty) is imposed on the Additional Insured by a Taxation Authority in respect of an Insured Tax Event or the Additional Insured otherwise suffers any Insured Loss, provided that the Additional Insured was not actually aware on the Inception Date that such action or conduct constituted any of the matters in sub-clauses (a) to (c) above.]

7. CLAIMS

7.1. Audit Notice

- (i) If any written Audit is received by the Insureds, or any other member of their respective Insured Groups, the relevant Insured shall within 20 Business Days of such written notice being received (or, if the written Audit is received less than 20 Business Days prior to the expiry of the time limit for appeal against or response to such Audit, as soon as practicable thereafter and in any event within 5 Business Days of such written notice being received) shall give or procure to be given to the Insurer written notice of such Audit (an **Audit Notice**).
- (ii) If an Audit Notice is delivered to the Insurer by the relevant Insured within the Policy Period, then the Insurer shall be liable for any Insured Loss that is covered under the terms and conditions of this Policy regardless of whether such Insured Loss is actually incurred, assessed, claimed or determined during or after the Policy Period.

7.2. Summary of Rights in respect of an Audit

The Insurer shall have the right, but not any obligation, to participate in any such part of any Audit which relates to or may result in an Insured Loss (the **Insured Part of an Audit**) in accordance with this Clause 7. It is the overall intention of the parties that the relevant Insured in respect of whom the Audit relates shall have conduct of the Audit (whether relating wholly or in part to the Insured Loss and whether before a Taxation Authority or at any tribunal, court or similar body of competent jurisdiction) but that the Insurer shall be reasonably consulted on and shall have given its prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) prior to the relevant Insured or any other member of the relevant Insured Group taking (or making a decision not to take) any material action in respect of defending, contesting or appealing the Insured Part of an Audit at any time prior to a Final Determination (**Material Action**).

7.3. Participation

Without prejudice to the generality of Clause 7.2, no member of the Insured Group shall make any material written or oral communication or presentation to a Taxation Authority in connection with the Insured Part of an Audit at any time (whether before or after an Audit Notice has been served on the Insurer) without reasonably consulting with, and the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of, the Insurer as to all material aspects of such communication or presentation related to the Insured Part of an Audit. The relevant Insured shall provide copies of any written communication provided or delivered to or from a Taxation Authority to the Insurer within 5 (five) Business Days of such communication being made, notwithstanding that the Insurer has given its prior consent to such communication being made. The relevant Insured shall use reasonable best efforts to permit the Insurer (and/or its representatives) to attend any presentation, telephone call or other meeting with a Taxation Authority. If any calls, presentations or meetings take place and the Insurer is not present, the relevant Insured shall within five Business Days of such call, presentation or meeting provide to the Insurer in writing a reasonably detailed description of what was said on or at such telephone call, presentation or meeting and, as soon as reasonably practicable and in any event within five Business Days, any response from a Taxation Authority in respect of the content of such call, presentation or meeting.

7.4. Actions by the Insureds

The relevant Insured shall provide the Insurer with all relevant material information relating to any Material Action it or any member of the relevant Insured Group proposes to take in respect of the Insured Part of an Audit to afford the Insurer the time periods set out below to consider giving consent to such action. The Insurer shall either consent in writing, or notify the Insureds in writing that it does not consent, to each such action. Any consent shall not be unreasonably withheld, conditioned or delayed. Subject to the other provisions of this Clause 7.4, if the Insurer has not either consented in writing or notified the Insureds in writing that it does not consent within 10 Business Days of being provided with information relating to a Material Action (or, where such action is required to be taken within 10 Business Days of the information being provided to the Insurer, at least 3 Business Days before such action is required to be taken (provided that the Insurer has been provided with information relating

to such action at least three Business Days before such action is required to be taken)), the Insureds shall act or procure that the relevant member of the Insured Group acts as proposed to the Insurer. If the Insurer notifies the Insureds that it does not consent, it shall give its reasons to the relevant Insured in writing and consult with such Insured as to any alternative action which may be acceptable to the Insurer and such Insureds. In considering whether or not to give consent the Insurer shall have regard to the outcome for the Insureds of the part of an Audit which does not constitute an Insured Part of an Audit. If no agreement can be reached as to the Material Action, the relevant Insured shall take or procure that the relevant member of the Insured Group takes the action in respect thereof which is proposed by the Insurer. The Insurer acknowledges that it would be unreasonable to withhold its consent to any action which relates to any aspect of an Audit which does not concern the Insured Tax Event in any way and will not or may not have any material effect on the amount of any Insured Loss. If the relevant Insured, or any other member of the Insured Group first becomes aware of a Material Action that is required to be taken in under 5 Business Days, the relevant Insured shall notify the Insurer as soon as possible after such first awareness of such action. If the Insurer has neither consented in writing nor notified the Insureds in writing 24 hours before the expiry of the relevant deadline that it does not consent to the Material Action, the relevant Insured shall not be in breach of this Policy provided that such Insured acts as such Insured reasonably believes a prudent uninsured would act.

7.5. Consent and Audits

Any consent or waiver given by the Insurer in respect of its rights to participate shall not be construed as a waiver or consent to any future actions of the Insureds in relation to an Audit.

7.6. Information

To the extent not already received by the Insurer pursuant to Clause 7.3 or Clause 7.4, the relevant Insured shall provide the Insurer with a copy of all materially relevant documents in relation to any Audit within 10 Business Days from receipt of such documentation by such Insured, or any other member of the relevant Insured Group.

7.7. Legal Representative and Advisers

- (i) The relevant Insured shall consult with and consider the reasonable requests and comments of the Insurer prior to the appointment by such Insured of any legal, financial or other advisers to act on such Insured's behalf in connection with any Audit.
- (ii) If the relevant Insured does not wish to appoint relevant professional advisers to represent it in respect of the matters referred to in Clause 7.7(i), the Insurer shall be entitled to appoint the advisers referred to in Clause 7.7(i) to advise such Insured.

7.8. Compromise and Settlement

The Insureds shall not and shall each procure that no member of their respective Insured Groups shall admit liability for, or settle or compromise, with a Taxation Authority in respect of an Audit or any Insured Loss without the prior written consent of the Insurer and the other Insured (provided that in the case of the other Insured, consent shall not be unreasonably withheld or delayed). The Insurer shall not be liable for any Insured Loss to the extent that it results from a settlement or compromise made by any member of an Insured Group without the Insurer's consent. If any member of an Insured Group refuses to enter into a settlement or compromise with the relevant Taxation Authority solely related to the Insured Part of an Audit which is approved and recommended by the Insurer in writing and is acceptable to such Taxation Authority, then subject to the Limit of Liability under this Policy, the Insurer's liability with respect to such Audit or Insured Loss shall not exceed the amount of such settlement or compromise offer together with (to the extent relevant) any Audit Expenses incurred in respect of such Audit or Insured Loss up to and including the date of such proposed settlement or compromise offer. If the Insurer refuses to consent to any member of an Insured Group appealing any decision of a lower court, tribunal or other similar body (or decision of a Taxation Authority) with respect to the Insured Part of an Audit, the relevant Insured may pursue such appeal independently of the Insurer but the Insurer's liability with respect to any resulting Insured Loss shall not exceed the liability the Insurer would have had if the decision of the lower body or the Taxation Authority had been the Final Determination.

7.9. Contents

An Audit Notice must to the extent practicable (and known by the relevant Insured at such time) set out all of the materially relevant information relating to a possible Tax Loss or the facts and circumstances which may lead to a Tax Loss (including a copy of any Assessment received) and a reasonable estimate of any Interest, Penalties or Audit Expenses (but only to the extent practicable) that may be payable as a result provided that in case the relevant Insured is unable to provide an estimate of the Interest or Penalties it may provide the customary rates at which such Interest and/or Penalties have been imposed by in similar cases based on the advice of reputed counsel and/or tax advisors. Any information materially relevant to the Insured Loss which is not available to the relevant Insured at the time of filing of the Audit Notice but subsequently becomes so available shall be provided to the Insurer as soon as practicable thereafter.

7.10. Audit Expenses

- (i) For the avoidance of doubt, Audit Expenses shall erode the Retention. Following receipt of an Audit Expenses Notice, and subject to the Retention being exhausted fully, the Insurer shall reimburse the relevant Insured for Audit Expenses on a quarterly basis (in respect of the Audit Expenses incurred in the previous quarter)
- (ii) For the avoidance of doubt, the provisions of Clause 7.16 shall not restrict in any manner the Insured's rights under this policy to make a Claim, and receive payment in respect of such Claim, for Audit Expenses.

7.11. Allocation of Audit Expenses

If any member of the Insured Group is engaged in an Audit or any other dispute that involves both matters that would reasonably be expected to give rise to an Insured Loss and matters that would not reasonably be expected to give rise to an Insured Loss, the relevant Insured and the Insurer shall fairly and reasonably allocate the expenses associated with that Audit between (i) those expenses properly related to matters that could give rise to an Insured Loss, which (to the extent they constitute Audit Expenses) shall be reimbursed, and (ii) those expenses properly related to matters that could not give rise to a Tax Loss, which shall be the responsibility of the relevant Insured.

7.12. Final Determination

Within 30 Business Days after an Audit has been Finally Determined, the Named Insured and/or Additional Insured (as applicable) shall give to the Insurer written notice of such Final Determination, setting out reasonable details as to how the Audit has been Finally Determined and whether or not a Proof of Insured Loss is to be given by the Named Insured or Additional Insured to the Insurer (a **Final Determination Notice**).

7.13. Proof of Insured Loss

- (i) Where Final Determination of an Audit gives rise to an Insured Loss, the Named Insured or Additional Insured (as applicable) shall give to the Insurer a Proof of Insured Loss at the same time as or within 40 Business Days of the giving of the Final Determination Notice.
- (ii) A Proof of Insured Loss shall (to the extent in each case reasonably available) include a copy of any Assessment, written evidence of the Final Determination and all materially relevant information relating to any Offsetting Benefits. Where reasonably requested in writing by the Insurer within 10 Business Days of receipt of the Proof of Insured Loss, the relevant Insured shall provide such reasonable evidence as is materially relevant to substantiate the information in such Proof of Insured Loss.

7.14. Other than in respect of Audit Expenses and any Advance Tax Payment, the Insurer shall not be liable to pay any amount for any Insured Loss in respect of any Audit unless and until a Final Determination.

7.15. Payment of Claims

Payment of any Insured Loss under this Policy shall be made not more than 30 Business Days after receipt by the Insurer of a Proof of Insured Loss and satisfactory responses to any reasonable requests in writing by the Insurer for evidence to substantiate the information in such Proof of Insured Loss in accordance with Clause 7.13(ii).

7.16. Advance Tax Payment

If Insureds are obliged by a Taxation Authority to pay any Advance Tax Payment (and the Insurer intends to present a request for review or otherwise appeal or challenge the Assessment), the Insurer shall (only to the extent that payment or provision of the security for payment referred to below relates to an Insured Loss and subject to the Insurer's Limit of Liability) promptly (a) pay the relevant cash deposit to a Taxation Authority or tribunal, court or other similar body of competent jurisdiction, (b) provide security for repayment on release or (c) at the written request of the relevant Insured, pay the relevant cash deposit to the Named Insured or the Additional Insured (as applicable), whereby the relevant Insured shall make or procure onward transmission of such monies to the Taxation Authority. No action by the Insurer referred to in this Clause 7.16 shall be construed as any admission by the Insurer of liability for an Insured Loss. Upon receipt by an Insured of a refund of an Advance Tax Payment, or any part thereof, the relevant Insured shall repay to the Insurer the amount of such refund, together with any interest (net of any taxes chargeable thereon) actually received by the relevant Insured that is attributable to the Advance Tax Payment refunded.

7.17. No Duty to Defend

The Insurer has no duty to defend any member of the Insured Group with respect to any Insured Loss or otherwise. Accordingly, nothing in this Policy shall be construed as requiring the Insurer to provide the Insureds with defence or legal representation regarding any matter with respect to an Insured Loss.

7.18. Mitigation

With respect to any Insured Loss or potential Insured Loss, subject to the terms and conditions of this Policy, the Insureds shall act in relation to a Taxation Authority and all other relevant parties at all times substantially as if uninsured. The Insureds shall use all reasonable endeavours, and shall procure that each member of their respective Insured Groups uses all reasonable endeavours to mitigate such Insured Loss or potential Insured Loss. The Insured shall not be in breach of its obligations under this Clause 7.18 for any act or omission undertaken with the prior written consent of the Insurer. Nothing in this Clause 7.18 shall require an Insured to pursue an action or bring a claim against any officer, director or employee of any Insured Group. Any inadvertent failure to comply with this Clause 7.18 shall not relieve the Insurer of its obligations under this Policy, except to the extent that the Insurer is adversely affected thereby.

7.19. Interest

If the Insurer fails to pay to the Insureds any amount due and owing to the Insureds under this Policy within 30 Business Days after the date such amount becomes due and owing, then such amount shall be paid by the Insurer to the Insureds with simple interest thereon, accruing from the date such amount first became due and payable to the Insureds, at the Interest Rate.

7.20. Duty of Fair Presentation

The Insureds acknowledge and agree that, prior to the Commencement Date, each Insured is required to make a fair presentation of the risk and that each Insured's duty of fair presentation of risk and the Insurer's remedies for any breach of such duty are governed by the terms of the Insurance Act 1938 and as amended from time to time.

7.21. Claim Notice and Settlement

Notwithstanding any other provisions of this Policy:

- (i) any Audit Notice or other notification of a Claim (a Claim Notice) to be delivered by or on behalf of the Named Insured to the Insurer will not be valid unless and until a copy of such notice has been provided to the Additional Insured at the address set forth in Item 1(a) of the Declarations; and
- (ii) the Insurer shall not, and shall be required to, pay any amount in respect of Insured Loss to the Named Insured or any other member of its Insured Group without the prior provision to it of a payment instruction signed by one or more authorised representatives of each of the Named Insured and the Additional Insured, provided that the Additional Insured shall not unreasonably withhold issuing such instruction.

8. SUBROGATION; OFFSETS AND REIMBURSEMENTS

8.1. Subrogation

If the Insurer makes any payment under this Policy, the Insurer shall be subrogated to all of the rights of recovery of the relevant Insured and the relevant Insured Group against any Person (other than another Insured) based upon, arising out of or relating to such payment. The relevant Insured Groups shall take all steps reasonable or necessary to secure such subrogation rights (and the Insurer shall bear related out-of-pocket costs) including the execution of any documents to enable the Insurer to bring suit in the name of the relevant Insured. The relevant Insured Groups shall, if requested by the Insurer, discuss with the Insurer whether any rights of recovery are applicable or available with respect to any Insured Loss. The Insurer shall not have any rights of subrogation against an Insured or any member of an Insured Group, or any member, officer, employee, partner or direct or indirect shareholder of an Insured or any member of an Insured Group (or the functional equivalent of any such positions).

8.2. Subrogation and Waiver

In no event shall the Insureds waive, and shall procure that no member of their respective Insured Groups waive any rights which would reasonably be expected to affect any such subrogation without the prior written consent of the Insurer.

8.3. Subrogation Amounts

Unless prohibited by applicable law, any subrogation amounts recovered by the Insurer shall be applied: first to reimburse the Insurer for any Insured Loss paid by the Insurer pursuant to this Policy and for any costs or expenses reasonably incurred by the Insurer in connection with such recovery; second, to reimburse the relevant Insured for any Insured Loss (including Insured Loss which the relevant Insured has retained by reason of the Retention) borne by it for which it has not been indemnified by the Insurer or which provided the basis for such subrogation or other recovery; and third, to reinstate the Limit of Liability by any remainder of the amounts recovered.

8.4. Third party payments and Reimbursements

The Insureds shall as soon as reasonably practicable notify the Insurer if any member of their respective Insured Groups, directly or indirectly, may benefit from, or receive or become entitled to receive any payments from third parties in respect of the Insured Loss. The Insureds shall take and shall procure that each member of their respective Insured Groups takes all reasonable actions necessary to maximise the amount of any such payments.

8.5. Offsets and Reimbursements

If the amount of any payment or payments that the Insurer makes under this Policy exceeds the amount of Insured Loss (whether due to a recovery or refund from a Taxation Authority or otherwise), the Insured to whom such payment has been made shall as soon as reasonably practicable notify the Insurer of such payments or Offsetting Benefit and shall (whether directly or at its direction) promptly repay to the Insurer an amount equal to such excess. Any payments made by the Insureds to the Insurer pursuant to this Clause 8.5 shall be credited towards the Limit of Liability.

8.6. Interest on Reimbursements

If the Insureds fail to pay to the Insurer any amount due and owing to the Insurer under this Policy within 30 days after the date such amount becomes due and owing, then such amount and any Interest and Penalties resulting from or arising out of such late payment, shall be paid by the relevant Insured to the Insurer with interest thereon, accruing from the date such amount first became due and payable to the Insurer, at the Interest Rate. For avoidance of doubt, the Insurer's agreement to accept interest shall not be construed as a waiver of any right to reimbursement under this Clause or its rights under other clauses of this Policy.

9. WHOLE AGREEMENT

- (i) The parties acknowledge that in entering into this Policy the Insurer is relying on the Representation Letter and not upon any other warranties, statements, undertakings or representations of any description given by or on behalf of the Insureds or any of their agents or advisors.

- (ii) This Policy constitutes the whole agreement and understanding between the parties relating to the subject matter thereof and supersedes any previous agreement, arrangement or understanding between the parties in relation thereto.
- (iii) Notwithstanding any other provisions of this Policy, nothing in this Policy shall be read or construed as excluding any liability of an Insured or remedy in respect thereof as a result of fraud by such Insured.

10. NOTICE

Any notice given under this Policy shall be in writing and in English and signed by or on behalf of the party giving it and shall be served by (i) hand delivering it or sending it by prepaid first class recorded delivery (including without limitation special delivery) or first class registered post or, in the case of an address for service outside the United Kingdom, prepaid international recorded airmail, or (ii) fax to the address and for the attention of the relevant party set out in clauses 10.2 or 10.3 (or as otherwise notified by that party under this clause). Any notice shall be deemed to have been received:

- (i) if hand delivered or sent by prepaid first class recorded or registered post or prepaid international recorded airmail, at the time of delivery; and
- (ii) if sent by first class post (other than by prepaid recorded or registered post), two days from the date of posting;
- (iii) if sent by airmail (other than by prepaid international recorded airmail), five days from the date of posting; and
- (iv) in the case of fax, at the time of transmission.

provided that if deemed receipt occurs before 9.00a.m. on a Business Day the notice shall be deemed to have been received at 9.00a.m. on that day, and if deemed receipt occurs after 5.00p.m. on a Business Day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 9.00a.m. on the next Business Day.

10.2. Notice to the Insurer

Any notice or other communication to be given to the Insurer shall be made to the Insurer at the following address:

HDFC ERGO General Insurance Co. Ltd. Corporate Claims Department 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri(E), Mumbai – 400059 Call Centre - 022- 6234 6234

10.3. Notice to the Insureds

Any notice or other communication to be given to an Insured shall be made in writing and delivered to the Insureds at the relevant address set forth in Item 1(a) of the Declarations with a copy sent simultaneously (for information purposes, without prejudice to the Insured's rights under this Policy) to: [●] As mentioned in schedule

10.4. Change in Address

An Insured may change its own name and/or address set forth in Item 1(a) of the Declarations and either Clause 10.3 or Clause 10.4 (as appropriate) by providing written notice of such change to the Insurer. The Insurer may change any name and/or address set forth in Clause 10.2 by providing written notice of such change to the Insured.

10.5. No Waiver

Notice to any agent or knowledge possessed by any agent of the Insurer or any other Person shall not effect a waiver or a change in any part of this Policy or prevent the Insurer from asserting any right under the terms and conditions of this Policy, nor shall the terms and conditions of this Policy be waived or changed except by endorsement signed by the Insurer and the Insureds and issued to form a part of this Policy.

11. ARBITRATION

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

12. OTHER MATTERS

12.1. Assignment by the Insureds

The Insureds may not assign or transfer any of their rights or obligations under this Policy without the prior written consent of the Insurer, such consent not to be unreasonably withheld save that each of the Insureds may assign any or all of its interest in the proceeds of this Policy to any bank(s) and/or holders of debt securities and/or financial institution(s) and/or hedge counterparties and/or any other person lending money or making other banking facilities available to the Insureds in connection with the Acquisition Agreement or the indemnities/obligations thereunder and/or any refinancing of the debt of the Insureds or to any financiers who provide funds on or in connection with any subsequent refinancing of such funding or to any person from time to time appointed by any financier to act as security trustee on behalf of such financier PROVIDED ALWAYS that the Insureds delivers an assignment notice in the substance of the form set out in Exhibit D.

12.2. Assignment by the Insurer

The Insurer may assign or transfer its rights and obligations under this Policy to another insurer, without consent of the Insureds, provided such other insurer's financial strength rating (Moody's or Standard & Poor's) is equal to or better than that of the Insurer at the time of such assignment.

12.3. Premium Fully Earned at Inception Date

The Premium shall be fully earned as of the Inception Date.

12.4. Confidentiality

- (i) Except to the extent disclosure is required by a court or governmental agency or by applicable law or as otherwise permitted by this Clause 12.4, the Insureds shall keep the terms and conditions of this Policy and the fact that it exists strictly confidential to the fullest extent permitted by law, except aspects thereof that come into the public domain through no fault of the relevant Insured.
- (ii) The Insureds may disclose this Policy and/or its existence: (a) to their officers or employees who need such knowledge, (b) to their and their Affiliates' shareholders, limited partners, auditors, accountants, and legal or other professional advisors, provided that the relevant Insured ensures that such information is covered under applicable confidentiality obligations (including standard professional obligation of confidentiality of such advisors), (c) for the purpose of mounting a response to any Audit or of any proceedings, including any proceeding for the purpose of enforcing the relevant Insured's rights under this Policy and (d) as necessary to support a claim or defence in litigation or arbitration between the Insurer and any Insured.
- (iii) If an Insured is required by law to disclose this Policy to a third party, they shall give the Insurer prior written notice of such requirement and, where permitted, shall consult with the Insurer regarding whether or not disclosure should occur. The Insureds shall in any event disclose only the minimum amount of information which is necessary to comply with law.

12.5. Interpretation

The headings and subheadings of this Policy are solely for convenience and form no part of the interpretation of the terms and conditions of this Policy. Neither Party shall have the benefit of any presumption regarding the interpretation or construction of this Policy based on which party drafted it.

12.6. Counterparts

This Policy may be executed in any number of counterparts. Each of the executed counterparts, when exchanged or delivered, shall be deemed to be an original but, taken together, they shall constitute one instrument.

12.7. Sanctions

It is a condition under this Policy that the provision of cover, the payment of any claim and the provision of any benefit will be suspended, to the extent that the provision of the cover, payment of the claim or provision of the benefit would expose us to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America. The suspension will continue until such time we would no longer be exposed to the sanction, prohibition or restriction.

12.8 Payments

If any deduction or withholding is required by law to be made from any payment of Insured Loss made by the Insurer under this Policy or if any Insured or any member of its Insured Group is subject to tax in respect of its receipt of such payment of Insured Loss, the Insurer shall increase the amount of the payment (subject always to the Limit of Liability) to the extent necessary to ensure that the net amount received by the relevant Insured (after taking into account such deduction or withholding or, as the case may be, such taxation) is equal to the amount that it would have received had the payment not been subject to any such taxation.

13. GOVERNING LAW

This Policy shall be governed by and constituted in accordance with the laws of India.

14. REFERENCES

- (i) References to statutes or statutory provisions and orders or regulations made thereunder shall be to that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time.
- (ii) References to Clauses shall be to clauses of this Policy.
- (iii) Words importing the singular include the plural and vice versa. Words importing any gender shall include all genders.
- (iv) References to "include" or "including" shall mean "including but not limited to".

IN WITNESS WHEREOF, this policy has been signed on the Declarations Page by a duly authorised representative.

Name

Signature

For and on behalf of HDFC ERGO General Insurance Company Limited

Dated 20__

Attachments

- Exhibit A:Representation Letter
- Exhibit B:Proof of Insured Loss
- Exhibit C:Acquisition Agreement
- Exhibit D:Form of Assignment
- Exhibit E:Documents

Exhibit A Representation Letter

<<Date>>

**Re: Tax Liability Insurance Policy [] (the Policy),
issued by (the Insurer)
to [] (Named Insured) and [] (Additional Insured)**

This letter is the Representation Letter referred to in the Policy. All capitalised terms used in this letter but not otherwise defined shall have the meanings stated in the Policy.

- (i) I, the undersigned, on behalf of the Named Insured, warrant and represent that true copies of all of the documents referred to in paragraph (iv) of this Representation Letter (the **Documents**) have been provided to the Insurer and have not been amended since being provided to the Insurer.
- (ii) The Insured has no Actual Knowledge and, having made due and careful enquiries of them, no Knowledgeable Persons has any Actual Knowledge, of any information which has not been provided to the Insurer which would reasonably be considered to be material to the Insurer's decision to insure the risk covered by the Policy.
- (iii) I, the undersigned, on behalf of the Named Insured, warrant and represent that, as of the date hereof:
 - a) The Named Insured is (and has always been since its incorporation) a company duly incorporated and validly subsisting under the relevant laws of applicable jurisdiction;
 - b) The Revenue Authority of relevant jurisdiction has issued a Tax Residence Certificate to the Named Insured on [] for the accounting period of [] to [] (the **TRC**), and the Named Insured will take all reasonable steps to obtain (on an annual basis) a Tax Residence Certificate from the relevant Revenue Authority for the Policy Period .
 - c) None of the directors of the Named Insured have been or will be residents of India in the period of [] to [];
 - d) From the date on which it was appointed as corporate secretary of the Named Insured until the date on which it resigned the position, [] has been a resident XXX ;
 - e) No board meetings of the Named Insured have been held in any other jurisdiction other than jurisdiction of Named person
 - f) The registered office address of the Named Insured is [];
 - g) The Named Insured does not have and has never had any employees, agents or other personnel in India with an authority to conclude contracts on behalf of the Named Insured;
 - h) The Named Insured does not have an office at its disposal (owned or otherwise) in India through which the Named Insured carries on business in India;
 - i) The Shares were recorded/classified as investments in the books of accounts of the Named Insured and not as stock in trade;
 - j) Immediately prior to completion of the Acquisition Agreement, the Named Insured was the legal and beneficial owner of the Shares and held the shares on its own behalf, and not in the capacity of a nominee or assignee;
 - k) The Documents are complete, there are no side-documents, memoranda, or agreements/understandings which are supplementary to the Documents;
 - l) There is no Audit pending, announced or, so far as the undersigned is aware, threatened against the Named Insured that could lead to an Insured Tax Event;
 - m) All books and records of the Named Insured are held and maintained in relevant jurisdiction of Named Insured;
 - n) All investment, divestment or management decisions of the Named Insured are or have been made by its Board of Directors outside of India.
 - o) All investments that are, or have been, made by the Named Insured are or were funded by each Named Insured through its bank account in Mauritius;

- p) All agreements and / or documents that are and have been executed by the Named Insured are being or have been executed by its directors or authorized signatories outside of India;
- q) The Named Insured did not have any management and control rights over [Target] or any of its subsidiaries other than those rights which accrued to the Named Insured on account of its holding of the Shares.

[NOTE: Other items (including assumptions in the opinion provided to us) identified in underwriting.]

- (iv) I, the undersigned, on behalf of the Named Insured, warrant and represent that as of the date hereof, the Named Insured has not received written notice or any other document or demand from any Taxation Authority of an Audit in relation to:
 - a) the substance of the Named Insured, evidenced by the COR described in (ii)(b) above; or
 - b) the place of effective control and management of the Named Insured; or
 - c) the Named Insured having a 'Permanent Establishment' in India as per the terms of relevant law.
- (v) I, the undersigned, on the behalf of the Named Insured, acknowledge the Named Insured's duty to make a fair presentation of the risk pursuant to the Insurance Act 1938 and as amended from time to time and warrant and represent that the Named Insured has provided the Insurer with the Documents and, so far as the undersigned is aware, as of the date hereof, there are no other material documents or information which the Named Insured reasonably considers to be relevant to the assessment of the Insured Tax Event.
- (vi) For the purpose of this Letter, Documents means:
 - a) the COR;
 - b) the Acquisition Agreement dated []; and
 - c) the documents listed in Exhibit E to the Policy.

The undersigned acknowledges that the Insurer will rely on this Representation Letter in connection with the issuance of the Policy.

Name	Signature
For and on behalf of [<input type="checkbox"/>]	
Dated	

Exhibit B**Proof of Insured Loss**

Type of Policy:	Tax Liability Insurance Policy
Policy Number:	[<input type="checkbox"/>]
Insurer:	
Insured:	[<input type="checkbox"/>]
Date Policy Issued:	[<input type="checkbox"/>]

The Insured is filing this Proof of Insured Loss pursuant to clause 7.13 of the Policy. All capitalised terms in this Proof of Insured Loss shall have the same meaning as in the Policy.

The Insured incurred an Insured Loss in the amount of [USD/INR] _____ on _____ 20_____. Attached hereto is a detailed computation of the Insured Loss, along with relevant supporting documentation, and an explanation of the material facts and circumstances that gave rise to the Insured Loss. If the Insured Loss is or includes Audit Expenses, also attached is a reasonably detailed description of such Audit Expenses.

Effective upon the Insured's receipt of payment in accordance with the terms of the Policy, the Insured's discharge the Insurer for all liability with respect to such Insured Loss.

[Insured]

By: _____

Name:

Title:

Date:

Exhibit C

Acquisition Agreement

Exhibit D

Form of assignment

[Date]

Dear Sirs,

Re: Tax Liability Insurance Policy No. [] (the **Policy**)

We inform you that we have assigned to [], in its capacity as security trustee for certain lenders to us who have made available funds to us to meet the consideration payable under the Acquisition Agreement, all our rights relating to payment of all and any proceeds received by or due to us under the Policy.

Payment of any proceeds under the Policy to [] constitutes full discharge of your obligations in respect thereof to the Insured.

We kindly request that you confirm your receipt and acknowledgement of the above by returning signed copies of this notification to us and [].

Yours sincerely

[Details]

To: The Insured To: []

We acknowledge receipt of the above letter and confirm that we will pay any and all proceeds payable by us to the Insured under the Policy to such account as notified to us by the [] from time to time.

Payment of proceeds under the Policy to [] constitutes full discharge of our obligations in respect thereof to the Insured.

Received by

Signature

For and on behalf of **HDFC ERGO General Insurance Company Ltd.**

Dated: _____ 20____

Exhibit E Documents

[NOTE: To include all documents reviewed in connection of the opinion and identified/requested in the course of underwriting.]

GREIVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

Our Grievance Redressal Officer

- Call Centre – 022 6158 2020 / 022-6234 6234
- Emails – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 | Email ID: seniorcitizen@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

**The Complaint & Grievance Redressal Cell
HDFC ERGO General Insurance Company Ltd.
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

**To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management system- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

Names of Ombudsman and Addresses of Ombudsmen Centers

Office Details	Jurisdiction of Office Union Territory, District
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka
BHOPAL Office of the Insurance Ombudsman, LIC of India, Zonal Office Bldg. 1st Floor, “Jeevan Shikha”, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202/ 2769203/ 2769200 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461/2596455/ 2596003/ 2596429 Fax: 0674 - 2596429 Email: oio.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector - 17 A, Chandigarh – 160 017. Tel.: 0172-2706468/ 2773101 Email: oio.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: oio.chennai@cioins.co.in	Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-46013992 Email: oio.delhi@cioins.co.in	Delhi, 4 districts of Haryana viz Gurugram, Faridabad, Sonepat and Bahadurgarh)

Office Details	Jurisdiction of Office Union Territory, District
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781 001 (ASSAM). Tel.: 0361 - 2632204 / 2632205 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 – 23376991/ 23376599 Email: oio.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: oio.jaipur@cioins.co.in	Rajasthan
KOCHI Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M. G. Road, Kochi - 682 011. Tel.: 0484 – 2358759/ 2358734 Email: oio.ernakulam@cioins.co.in	Kerala Lakshadweep, Mahe - a part of Union territory of Puducherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: oio.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh :Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.

Office Details	Jurisdiction of Office Union Territory, District
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P. - 201 301. Tel.: 0120 - 2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttaranchal and the Dis-tricts of Uttar Pradesh: Agra, Ali-garh, Bagpat, Bareilly, Bijnor, Bu-daun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Mora-dabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farukkabad, Fi-rozbad, Gautambodhanagar, Gha-ziabad, Hardoi, Shahjahanpur, Ha-pur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kan-shiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna - 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand
PUNE Office of the Insurance Ombudsman, Jeevan Darshan LIC Bldg., 3rd Floor, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maha-rashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane – 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane Dis-trict, Raigad District, Palghar Dis-trict and wards of Mumbai, M/East, M/West, N, S and T.