

Customer Information Sheet

Warranty and Indemnity Insurance Policy

This document provides only key information about your policy. Please refer to the policy document for detailed terms and conditions.

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
1	Product Name	Warranty and Indemnity Insurance Policy	NA
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN125CP0007V01201920	NA
3	Structure	State basis of Sum / Limit Insured · Indemnity Basis	NA
4	Interests Insured	any company considering a merger or acquisition or companies with large, identified contingent / Tax liabilities.	NA
5	Sum Insured	<<as per policy schedule>>	Policy schedule
6	Policy Coverage	<p>Warranty and Indemnity Insurance Policy also known as Mergers & Acquisitions Insurance is designed to cover unknown warranty and indemnity risks in private company that appear during Sale and Purchase of agreements. It provides an opportunity for a buyer or seller to reduce their exposure to claims against the mergers and acquisitions of their company contained in the sale documentation.</p> <p>The Warranty & Indemnity policy, whether from the Seller-Side OR from the Buyer Side, will indemnify the Insured party for loss resulting from a breach of a Seller Warranty in an 'Seller Purchase Agreement' or breach of the Seller's obligations in a tax or any other liability deed to be a covenant</p> <p>Along with M&A policy, based on requirement OR deal, it will also cover:</p> <ul style="list-style-type: none"> • Contingent Liability Insurance: Covers identified tax risk that have been subject to extensive and thorough review by external advisors and tax specialists and may be challenged by a relevant tax authority. • Tax Liability Insurance: Covers identified tax risk that have been subject to extensive and thorough review by external advisors and tax specialists and may be challenged by a relevant tax authority. <p>The M&A policy focuses on the type of risks which falls within the following two categories:</p> <ol style="list-style-type: none"> a) Unknown risks b) Known risks, but not yet qualified risks 	General terms and Conditions (Pt 1 & 2 (L))
7	Add-on Cover	<<as per policy schedule>>	Policy Schedule
8	Loss Participation	<<as per policy schedule>>	Policy Schedule

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9	Exclusions	<p>This policy will not pay for any loss or defence cost arising out of, or in any way connected with</p> <ul style="list-style-type: none"> • any Insured Warranty marked as “Exclude” in the Warranty Spreadsheet or any Insured Warranty marked as “Partial Cover” or “Covered As Amended”, in each case, in the Warranty Spreadsheet to the extent that such Loss arises out of or relates to that part of the Insured Warranty for which cover is not provided as described in the Warranty Spreadsheet; • any Breach or Loss of which any Buyer Team Member had Actual Knowledge as of the Effective Date or any material inaccuracy or omission from in any No Claims Declaration; • any specific indemnities or adjustment provisions set forth in [sections] [clauses] [schedules] [] of the Purchase Agreement (including any post-Closing purchase price adjustments, “locked box” and/or leakage provisions); • civil or criminal fines or penalties (but only to the extent that such fines or penalties are uninsurable by law); • non-compensatory damages (including punitive, aggravated, multiple or exemplary damages), consequential, special or indirect loss or damage [except if reasonably foreseeable]; • any estimate, projection, forecast or covenant or breach thereof; • fraud, willful misconduct or fraudulent misrepresentation by the Insured or any Buyer Team Member; • any funding deficit or other breach of the [Target][Target Group][Buyer Group]’s funding or other obligations under or in relation to any defined benefit scheme or plan, employee benefit scheme or plan, any other pension or superannuation scheme or plan, or any other arrangement for the purpose of providing benefits on retirement or death; • the non-availability of any tax relief or losses, whether arising as a result of the failure to obtain any relief, the failure (or inability) of any company to surrender any relief or losses, or otherwise; • any Secondary Tax Liability; • the application of transfer pricing, thin capitalization or worldwide debt [cap] rules or legislation, or any other rules or legislation concerning the tax treatment of transactions other than at arm’s length, including any rules or legislation limiting the deductibility of interest payable under an intergroup agreement; • damages calculated by reference to any pricing multiple on which the [Purchase Price] has been calculated; • breach of bribery, anti-money laundering, competition, corruption, anti-trust or cartel laws applicable to the operations of the [Target] [Target Group] [Buyer Group]; • any environmental liability, including (i) compliance with Environmental Law and environmental Permits (both as defined in the Purchase Agreement) and any applicable health and safety regulations and (ii) Pollutants or Pollution; 	Exclusions

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		<ul style="list-style-type: none"> • [plus transaction specific exclusions from NBI and underwriting] • The Insurer shall not be liable to make any payment for Loss based upon, arising out of, relating to or to the extent increased by any Breach if such Breach, or the subject matter thereof, arises directly from or consists of any fact, matter or circumstance that has been Fairly Disclosed in: <ol style="list-style-type: none"> I. the Purchase Agreement; II. the Disclosure Letter; III. the contents of the Data Room; IV. any of the Due Diligence Materials; and V. [other reports and materials – public searches etc.]. 													
10.	Special Conditions and Warranties (if any)	<<as per policy schedule>>	Policy Schedule												
11.	Admissibility of Claim	<ul style="list-style-type: none"> • Mention the broad principle of admissibility / denial of claims [Example: Reporting of loss occurrence; Duty of care & loss minimization; Exclusion of Willful Negligence] 1. Intimation of a claim or any circumstances which may give rise to any claim should be reported immediately 2. No admission, offer, promise or payment of liability without Insurer consent. 3. Provide documents in support of your claims 4. Provide all such information and assistance to company which is required. 5. Company has right to defend the claim for Insured. • Include a sample claim calculation process for retail products <p>Claim shall be paid as per following calculation:-</p> <table border="1" data-bbox="322 943 893 1134"> <thead> <tr> <th data-bbox="322 943 792 975">Head</th> <th data-bbox="792 943 893 975">Example</th> </tr> </thead> <tbody> <tr> <td data-bbox="322 975 792 1007">liability as covered under the policy (a)</td> <td data-bbox="792 975 893 1007">100000</td> </tr> <tr> <td data-bbox="322 1007 792 1038">Defense cost (b) (wherever applicable)</td> <td data-bbox="792 1007 893 1038">20000</td> </tr> <tr> <td data-bbox="322 1038 792 1070">total loss amount (c = a+b)</td> <td data-bbox="792 1038 893 1070">120000</td> </tr> <tr> <td data-bbox="322 1070 792 1102">Deductible (d)</td> <td data-bbox="792 1070 893 1102">10000</td> </tr> <tr> <td data-bbox="322 1102 792 1134">Net Payable amount (c-d)</td> <td data-bbox="792 1102 893 1134">110000</td> </tr> </tbody> </table>	Head	Example	liability as covered under the policy (a)	100000	Defense cost (b) (wherever applicable)	20000	total loss amount (c = a+b)	120000	Deductible (d)	10000	Net Payable amount (c-d)	110000	NA
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12.	Policy Servicing - Claim Intimation and Processing	<ul style="list-style-type: none"> • Toll free / IVRS number of the Insurer: 120 6234 6234 / 022-6234 6234 • Website: www.hdfcergo.com Email : care@hdfcergo.com • Details of designated company officials to be contacted in time of claim Liability Claims Manager – email ID - care@hdfcergo.com • Turn Around Time (TAT) for claims settlement 	NA												

Sr. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy / Clause Number
		<ol style="list-style-type: none"> 1. Registration of claim – T +1 days 2. List of requirements – 7 days from registration 3. Claim settlement / Denial = T+30 days (T = date of receipt of last documents) <ul style="list-style-type: none"> • Email to – liabilityclaims@hdfcergo.com 	
13.	Grievance Redressal and Policyholders Protection	<p>If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:</p> <p>Our Grievance Redressal Officer</p> <p>If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:</p> <ul style="list-style-type: none"> • Call Centre – 120 6234 6234 / 022-6234 6234 • Emails – grievance@hdfcergo.com • Contact Details for Senior Citizens : 022 6242 6226 • Email ID : seniortitizen@hdfcergo.com Designated Grievance Officer in each branch. • Company Website – www.hdfcergo.com • Courier – Any of our Branch office or corporate office <p>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.</p> <p>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</p> <p style="text-align: center;">The Complaint & Grievance Redressal Cell, HDFC ERGO General Insurance Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra</p> <p>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</p> <p style="text-align: center;">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</p> <p>Grievance may also be lodged at IRDAI Integrated Grievance Management System- https://bimabharosa.irdai.gov.in</p> <p>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:</p>	Grievance Redressal Procedure

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		<ul style="list-style-type: none"> • 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 <p>You may also refer Our website www.hdfcergo.com https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.</p>	
14.	Obligations of the Policyholder	<ul style="list-style-type: none"> • To disclose all information correctly sought by the insurer at time of filling the proposal form • In case of any change / modification / addition to the already declared information the same shall be brought to the notice of the Insurer immediately • Non-disclosure of material information may affect the claim settlement. <p>Disclosure of other material information during the policy period.</p>	NA

Declaration by the Policy Holder:

I have read the above and confirm having noted the details.

Place: _____

Date: _____

(Signature of the Policyholder)

Note:

In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.