

Mr./Ms. \_\_\_\_\_

Month/Date/Year

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

### **Sub: Appointment as an Independent Director**

We are pleased to inform you that the Board of Directors of Generali Central Insurance Company Limited (the "Company") at its meeting held on \_\_\_\_\_, and thereafter the shareholders of the company at its meeting held on \_\_\_\_\_ approved your appointment as an Independent Director of the Company for a period of 5 years with effect from \_\_\_\_\_ pursuant to provisions of the Companies Act, 2013.

Your appointment shall be governed by the provisions of the Companies Act, 2013 and IRDAI (Corporate Governance for Insurers) Regulations, 2024 read with Master Circular on Corporate Governance for Insurers, 2024 dated May 22, 2024 and other applicable laws, rules, regulations, etc., and other policies as are in place or may be approved by the Board from time to time.

As an Independent Director, you are expected to bring objectivity and independence of view to the Board and Board Committees, if any, to help provide the Board with insight and effective leadership in relation to the Company's strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance. You are also expected to observe and comply with applicable laws, the charter documents of the Company and the rules, regulations and policies of the Company, in relation to your directorship and the business of the Company.

#### **1. Appointment**

Your appointment will be for a term of five consecutive years with effect from \_\_\_\_\_, unless terminated earlier, as per the provisions of this letter or applicable laws ("Terms").

#### **2. Roles, Duties and Responsibilities**

A. As a member of the Board, you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- The role and responsibility of the Board as per the Companies Act, 2013 and IRDAI (Corporate Governance for Insurers), 2024 read with Master Circular on Corporate Governance for Insurers dated May 22, 2024, and other applicable laws, rules, regulations, etc.;
- Accountability under the Director's Responsibility Statement;
- Overseeing the maintenance of high standards of the Company's values and ethical conduct of business;
- Overseeing the Company's contribution to enhancing the quality of life of communities;
- Protecting and enhancing the Company's brand.

- B. You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to section 149(8) of the Companies Act, 2013, and duties of Directors as provided thereunder.
- C. You will also be responsible for providing guidance in the area of your expertise.

### 3. Time Commitment

Considering the nature of the role of a Director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

### 4. Remuneration

As an Independent Director, you shall be paid a remuneration of Rs. \_\_\_\_\_ p.a. excluding sitting fees for attending the meetings of the Board and the Committees of which you are a member.

The sitting fees presently paid to the Independent Directors are as follows:

Particulars	Amount in Rs.
Board Meeting	
Audit Committee	
Nomination & Remuneration Committee	
Other Committees	

Further, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/Committee Meetings, Annual General Meetings, Extraordinary General Meetings, Court Convened Meetings, meetings with shareholders /creditors /management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to prior consultation with the Board, professional advice from independent advisors in the furtherance of your duties as an Independent Director.

### 5. Insurance

The Company may take any appropriate 'Director and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the term of your appointment, subject to the terms of such policy in force from time to time.

## 6. Code of Conduct

As an Independent Director of the Company, you agree to comply with the Company's Code of Conduct.

Unless specifically authorized by the Company, you shall not disclose the Company's and Business information to public constituencies such as the Media, the Financial Community, Employees, Shareholders, Agents, Franchisees, Dealers, Distributors and Importers.

Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

## 7. Induction and Development

The Company shall, if required, conduct a formal induction program for its Independent Directors which may include any or all of the following:

- Board roles and responsibilities, whilst seeking to build working relationship among the Board members;
- Company's vision, strategic direction, core values, ethics and corporate governance practices;
- Familiarization with financial matters, management team and business operations;
- Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

## 8. Performance Appraisal/ Evaluation Process

As a member of the Board, your performance, as well as the performance of the entire Board and its Committees, shall be evaluated annually. Evaluation of each director shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee. An indicative list of factors that may be evaluated as part of this exercise is:

- Participation and contribution by a Director;
- Commitment (including guidance provided to senior management outside of Board/ Committee meetings);
- Effective deployment of knowledge and expertise;

- Effective management of the relationship with stakeholders;
- Integrity and maintenance of confidentiality;
- Independence of behaviour and judgment; and
- Impact and influence.

#### **9. Disclosures, other directorships and business interests**

During the term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Company Secretary.

During your term, you agree to promptly provide a declaration under Section 149(7) of the Companies Act, 2013, upon any change in circumstances which may affect your status as an Independent Director.

#### **10. Change of Personal details:**

During the tenure, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the company.

#### **11. Termination**

Your directorship on the Board of the Company shall terminate or cease in accordance with the law. Apart from the grounds of termination as specified in the Companies Act, 2013, your directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Directors.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Companies Act, 2013, you agree to promptly submit your resignation to the Company with effect from the date of such change.

## **12. Co-operation**

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

## **13. Acceptance of Appointment**

If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We thank you for your continued support and commitment to the Company.

**Yours sincerely,**  
**For Generali Central Insurance Company Limited**

**Authorised Signatory**