

Star Health and Allied Insurance Company Limited

CODE OF CONDUCT FOR SUPPLIERS / VENDORS

Version 1.0

Document Summary

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Revision History

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Revision Details

Change reference	Change details	Date
1.0	New Policy Created	Sep 27 th 2023

A. INTRODUCTION

Star Health and Allied Insurance Company Limited (SHAI) is committed to integrity and high standards of business conduct in everything we do, especially in our dealings with third parties including resellers, suppliers, vendors, consultants and service providers (collectively "Third Parties"). SHAI and all Third Parties it engages, and ensure they adhere to applicable Legal and Insurance Regulatory and Development Authority (IRDAI) regulatory requirements in their business relationships as set out in this Third Party Code of Conduct ("Code") in connection with its activities for SHAI.

Third Parties are responsible to ensure that they and their employees, workers, representatives, suppliers and subcontractors, comply with the standards set out in this Code of Conduct and in other contractual obligations to SHAI. Please contact your SHAI point of contact if you have any questions about this Code of Conduct or the standards of business conduct that all SHAI Third Parties are expected to satisfy.

B. OBJECTIVE

The objective of this Code is to establish minimum performance standards that must be followed by the Third Parties associated with Star Health and Allied Insurance Company Limited ("SHAI"). SHAI aims to promote human dignity, reduce waste, improve efficiency, and create a safe and healthy workplace, while also encouraging these best practices among its Third Parties. SHAI expects Third Parties to uphold ethical standards that align with their own cultural values. Moreover, SHAI requires its Third Parties to treat all individuals they do business with, including employees, sub-contractors, and other third parties, with fairness and honesty. This Code applies to all Third Parties engaged with SHAI, regardless of the nature of their involvement.

SHAI encourages Third Parties to adopt their own codes or statements of best practices that include the following core principles: Ethical Business Practices, Labour Standards, Health & Safety, and Management Systems.

Furthermore, Third Parties are obligated to comply with all relevant laws, regulations, and standards in their operating locations. SHAI understands that these standards outlined in this document may differ from local laws and customs, and they expect Third Parties to uphold these standards while respecting the laws and cultural norms of their specific regions. This Statement of Third Parties is meant to complement any internal standards that Third Parties may already have in place or are striving to implement.

C. RESPONSIBILITIES OF SHAI THIRD PARTIES

1. ETHICAL BUSINESS PRACTICE:

To observe applicable laws and regulations governing wages and hours, recruitment and employment contracts

Allow workers to choose freely whether to organize or join associations of their own choice for the purpose of collective bargaining as provided by local law or regulation

Third Parties and their sub-contractors are required to treat employees with respect and dignity, ensuring that they are not subjected to any form of physical, sexual, psychological, or verbal harassment or abuse. Discrimination and retaliation is strictly prohibited.

The highest standards of integrity must be upheld in all business interactions. Any form of corruption, extortion, or embezzlement is considered unacceptable. Information pertaining to business activities, structure, financial situation, and performance must be disclosed in compliance with applicable regulations and prevailing industry practices.

Third Parties are expected to provide superior products and services through fair and ethical competitive practices. They must not engage in improper or anticompetitive practices. Moreover, they must strictly adhere to anti-corruption laws, including the Prevention of Corruption Act, and refrain from any prohibited practices related to obtaining or retaining business.

2. HUMAN RIGHTS:

To respect human rights of your employees and others in your business operations and your activities for SHAI

Not to employ workers younger than sixteen (16) years of age or below the applicable minimum age, whichever is higher

Not to use forced, prison or indentured labour, or workers subject to any form of physical, sexual or psychological compulsion, exploitation or coercion, or to engage in or abet trafficking in persons

Not hold or destroy a worker's identity or immigration documents

Working time of the employee of the third parties shall be as per Shop & Establishment Act or other relevant Act prevailing in the said geography.

3. MARKETING AND SALES:

Supplier shall not make any false statements or provide misleading information regarding its products or their performance, including the safety and environmental attributes of the products.

4. ENVIRONMENT, HEALTH & SAFETY:

To comply with applicable environmental, health and safety (EHS) laws and regulations

To provide workers a safe and healthy workplace

To not adversely affect the local community; and

To identify and manage environmental aspects of their organization including effective waste management, efficient use of natural resources, minimizing greenhouse emissions and to promote environmental responsibility

Suppliers are encouraged to develop climate-friendly products and processes to reduce power consumption and greenhouse gas emissions

Identification and assessment of emergency situations and events are essential, and their impact should be mitigated through the implementation of emergency plans and response procedures. These measures include establishing protocols for emergency reporting, notifying employees, conducting evacuation procedures, providing appropriate training and drills for employees, ensuring the availability of suitable fire detection and suppression equipment, and facilitating adequate exit facilities. Additionally, recovery plans must be put in place to address the aftermath of emergencies.

These measures should encourage employees to report incidents, classify and record injury and illness cases, ensure that necessary medical treatment is promptly provided, and thoroughly investigate cases to identify their root causes. Corrective actions should then be implemented to eliminate these causes and prevent similar incidents in the future.

5. ANTI-MONEY LAUNDERING; ANTI-BRIBERY AND WORKING WITH GOVERNMENTS:

To maintain and enforce a policy requiring adherence to lawful business practices, including anti-money laundering and a prohibition against bribery of government officials,

Not to offer or provide, directly or indirectly, anything of value, including cash, bribes, gifts, entertainment or kickbacks to any SHAI employee, representative or SHAI customer or to any government official in connection with any SHAI procurement, transaction or business dealing, and

Shall not take any advantage of any family/ social/ political connections to obtain favourable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with SHAI.

6. ADHERENCE TO LAW:

Being a Law abiding entity, not to share or exchange any price, cost or other competitive information or engage in any collusive conduct with respect to any proposed, pending or current SHAI engagement/procurement.

7. INTELLECTUAL PROPERTY RIGHTS:

To respect all the Intellectual and other Property Rights of SHAI and of third parties, including all patents, trademarks and copyrights.

8. SECURITY AND PRIVACY:

To respect privacy rights and secure the data of SHAI employees, customers, and suppliers (collectively, "SHAI Data")

To implement and maintain physical, organizational and technical measures to ensure the security and confidentiality of SHAI's Data in order to prevent accidental, unauthorized or unlawful destruction, alteration, modification or loss of SHAI Data, misuse of SHAI Data, or unlawful processing of SHAI Data

9. DATA CENTRE AND DATA PROCESSING:

Any production data centers used to host Customer Data for any Services must be located within India

Third parties must not change the location of production data centre outside of India without SHAI's prior consent

Any data / system hosted in cloud, shall take into consideration compliance to RBI directions / IRDAI Regulations and such data / system should be made available for Audit / inspection of IRDAI and other Regulators

All the agreements that are going to be entered into between Star Health and Allied Insurance Co., Limited has necessary clause which enables full access to data / system and would comply to all directions issued by the Regulator(s)

10. TRADE CONTROLS & CUSTOMS MATTERS:

Not to transfer SHAI's technical information to any third party without the explicit, written permission of SHAI, and to comply with all applicable trade control laws and regulations in the services, software, technology or technical data including any restrictions on access or use by unauthorized persons or entities.

11. CONTROLLERSHIP AND TAX LAW:

To ensure that all invoices or similar documentation submitted to SHAI or governmental authorities or audited by third parties in connection with transactions involving SHAI accurately describe the goods and services provided or delivered and the price thereof, to ensure that all documents, communications and accounting are accurate and honest and not to take or participate in any actions that may be viewed as tax evasion or the facilitation of tax evasion.

D. VIOLATION OF CODE AND CORRECTIVE ACTION:

Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to SHAI to check compliance upon request with reasonable notice

If SHAI identifies that a supplier has violated this code, the supplier must provide information relating to the incident(s) and show within 30 days the action taken to correct the condition.

In the event that evidence is found against any of the Third Parties, their Contracts/Purchase orders shall be terminated, and they will be added to a blacklist for any future business dealings.

E. INCIDENT REPORTING:

SHAI encourages all third parties to confidently raise their concerns (whistleblow) regarding any instances of inappropriate or questionable business conduct, unethical practice, misconduct as well as violations of codes, laws, rules, and regulations that may occur during their engagement with SHAI. To report such concerns, individuals may send an email to whistleblower@starhealth.in.

SHAI is fully committed to ensuring that those who come forward in good faith as whistleblowers, will be provided with the necessary safeguards to protect them from any reprisals or victimization.

Please contact the concerned Procurement if you have any questions about this Code.

Vendor	 	Vendor Signatory Name	 	Signature	 	Date
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