

***CorporateGuard -  
CrimeManager  
Complete***



# CorporateGuard - CrimeManager Complete

In consideration of the payment of the premium the *insurer* agrees as follows:

## 1. Insurance Cover

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The *insurer* shall indemnify the *insured* for their *loss* sustained at any time resulting from either:

- (A) fraud or dishonesty committed by any *employee* (acting alone or in collusion with others); or
- (B) a *fraudulent act* committed by any *other person*;

which is committed with the principal intent to cause the *insured* to sustain such *loss* and is first *discovered* by the *insured* during the *policy period* or the *discovery period*.

## 2. Definitions

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2.1 *Any other person* means any natural person who:

- (i) is not a director, officer, partner, trustee or *employee* of any *insured*; and
- (ii) does not have and does not provide services under any contract for services, written or implied, with any *insured*; and
- (iii) is not in collusion with any *employee*.

2.2 *Associated company* means any company in which the *policyholder* owns any amount which is less than or equal to 50% of the issued and outstanding voting shares, including joint ventures, either directly or indirectly through one or more of its *subsidiary companies*, and in which the *policyholder* retains *management control*.

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Cover for any *associated company* shall only apply in respect of *loss* arising out of any act covered under this policy committed whilst such entity is an *associated company* of the *policyholder*. However upon written request by the *policyholder*, the *insurer* may consider, after assessment and evaluation of the increased exposure, granting cover for acts committed prior to the acquisition of an *associated company*. Such cover is only valid when specifically agreed in writing by the *insurer*.

- 2.3 *Computer or funds transfer fraud* means the theft of the *insured's*:
- (i) assets under the direct or indirect control of a computer system by manipulation of computer hardware or software programmes or systems by *any other person* who does not have authorised access to such computer system by the *insured*; or
  - (ii) funds from an account maintained by the *insured* at a financial institution (from which the *insured* or a person or organisation authorised by the *insured* may request the transfer, payment or delivery of funds), following fraudulent electronic, telegraphic, tested facsimile, tested telex, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the *insured* or a person or organisation authorised by the *insured* to issue such instructions, but which are fraudulently transmitted, issued, or are *forged* or have been the subject of *fraudulent alteration* by *any other person*.
- 2.4 *Counterfeit or counterfeiting* means the imitation of an authentic negotiable instrument such that the *insured* is deceived on the basis of the quality of the imitation to believe that the said item is the authentic original negotiable instrument. Fictitious instruments which merely contain fraudulent misrepresentations of fact and are genuinely signed or endorsed are not *counterfeit*.
- 2.5 *Credit arrangement* means any credit agreement, extension of credit or hire purchase agreement, loan or transaction in the nature of a loan, lease or rental agreement, invoice, account, agreement or other evidence of debt, payments made or withdrawals from any customer's account involving items which are not finally paid for any reason.
- 2.6 *Discovered or discovery* means when any *insured* or any of the *insured's* directors, partners, officers, departmental directors, senior managers, trustees or equivalent of any *insured* becomes aware of any act or acts which could reasonably be foreseen to give rise to a *loss* covered by this policy even though the exact amount or details of a *loss* are not known at the time of *discovery*. Such *discovery* shall constitute knowledge possessed or *discovery* made by every *insured*.



- 2.7 *Discovery period* means the period of time specified in General provision 6.7 immediately following the non renewal or non- replacement of this policy during which written notice may be given to the *insurer* of any *loss* first *discovered* during such period of time in connection with any act committed prior to the end of the *policy period* and otherwise covered by this policy.
- 2.8 *Employee* means any natural person, other than a director or partner, who has entered into or works under a contract of service with any *insured* and whom such *insured* compensates by salary, wages and/or commissions and whom the *insured* has the right to govern and direct in the performance of such service. The term *employee* shall also mean any:
- (i) director of the *insured* whilst performing acts coming within the scope of the usual duties of an *employee* of the *insured* ;
  - (ii) part-time or temporary *employee* performing the duties of an *employee* under the *insured's* supervision;
  - (iii) retired *employee* appointed by the *insured* under a written contract whom the *insured* governs and directs in the performance of their service as an *employee*;
  - (iv) student, secondee or volunteer pursuing studies, gaining work experience or performing the duties of an *employee* under the *insured's* supervision;
  - (v) ex-employee of the *insured*, for a period not exceeding 90 days following the formal termination of their employment with the *insured* (other than where such termination is as a result of an act covered under this policy in accordance with Exclusion 3.8(i);
  - (vi) trustee, fiduciary, administrator or officer of any *plan*;
  - (vii) solicitor, other than a sole practitioner, retained by the *insured* and any *employee* of such solicitor whilst performing legal services for the *insured*;
  - (viii) person provided to the *insured* by an employment agency (or similar source) to perform the duties of an *employee* under the *insured's* supervision;
  - (ix) person or *employee* of an organisation to whom or which the *insured* *outsource* any normal administrative function;
  - (x) *employee* which the *insured* is unable to identify by name but whose act or acts have caused a *loss* covered under this policy, provided that the evidence submitted proves beyond reasonable doubt that the *loss* was due to the act of such *employee*.

Notwithstanding the above the term *employee* does not mean any person who is or acts on behalf of any external auditor, external accountant, broker, investment adviser or investment manager,



factor, commission merchant, consignee, contractor or other similar agent or representative unless specifically agreed by the *insurer* and endorsed to this policy.

2.9 *Forgery or forged* means the hand-written signing or endorsing of the name of a genuine person or a copy of the said person's signature by *any other person* without authority and with intent to deceive. It does not include the signing in whole or in part of one's own name, with or without authority, in any capacity, for any purpose. Mechanically or electronically produced or reproduced signatures are treated the same as hand-written signatures.

2.10 *Fraudulent act* means:

- (i) the *forgery* or *counterfeiting* or *fraudulent alteration* of any money, securities or instruction upon which the *insured* has acted or relied and shall include *incoming cheque forgery*; or
- (ii) the *forgery* or *fraudulent alteration* of any cheque or similar written promise by the *insured* to pay a veritable sum representing money drawn upon the *insured's* account at any bank at which the *insured* maintain a current or savings account;
- (iii) the fraudulent use of any corporate credit, debit or charge card issued to the *insured* or any *employee* of the *insured* for business purposes where such card is *forged* or is the subject of *fraudulent alteration* provided that the *insured* and the *employee* have complied fully with the provisions, conditions or other terms under which the card was issued and provided the *insured* was legally liable for such loss;
- (iv) *incoming cheque forgery*;
- (v) *computer or funds transfer fraud*.

2.11 *Fraudulent alteration* means a material alteration to an instrument for a fraudulent purpose by *any other person* other than the person who was authorised to prepare or sign the instrument.

2.12 *Incoming cheque forgery* means the *fraudulent alteration* of, on or in:

- (i) any cheque or draft:
  - (a) drawn upon by any bank; or
  - (b) drawn upon by any corporation upon itself; or
- (ii) any cheque or written order or direction to pay a veritable sum representing money drawn by any public body upon itself, or any warrant drawn by any public body which the *insured* shall receive at any of its *premises* in payment or purported payment for:
  - (a) tangible property sold and delivered; or
  - (b) services rendered



subject to the *insured* retaining 20% of the *loss* in addition to the Retention as specified in Item 4 of the Schedule.

- 2.13 *Insured* means the *policyholder* and any of the *policyholder's subsidiary* and *associated companies* and any *plan* existing at the inception of this policy.
- 2.14 *Insurer* means Tata AIG General Insurance Company Limited
- 2.15 *Investigative Specialist* means any independent investigative specialist listed by endorsement to this policy as provided under Standard Extension TBA.
- 2.16 *Loss* means the direct financial loss sustained by the *insured* arising from or in connection with any single act or series of related, continuous or repeated acts (which shall be treated as a single act). *Loss* shall not include salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits paid by the *insured* where earned in the normal course of employment.
- Loss* does not mean any *loss* resulting from or amounting to:
- (i) any dealing or trading in securities, commodities, futures, options, foreign or Federal funds, currencies, foreign exchange and the like unless such *loss* is covered under Insurance Cover 1 (A) and results in the *employee* making improper financial gain for themselves or for any other individual or organisation intended by such *employee* to receive such benefit; or
  - (ii) any reckless or inadvertent acts; or
  - (iii) the creation of a liability to a third party other than as provided under Standard Extension 4.1.
- 2.17 *Management control* means that the *policyholder* has the right to control the day-to-day management of the relevant entity and sets security and internal control procedures, whether financial or operational.
- 2.18 *Money* means currency, coins, bank notes and bullion, cheques, travellers cheques, registered cheques, postal orders and money orders.
- 2.19 *Outsource* means the retention and authorisation by the *insured* of a person or an organisation to perform a normal administrative function on behalf of the *insured*, provided that:
- (i) such function is performed under a written contract; and
  - (ii) the *insured* retain the right to audit the performance of such function; and
  - (iii) the *insured* can demonstrate that they have vetted the person or organisation for competency, financial stability and honesty prior to the retention and authorisation by the



*insured* of such person or organisation to perform such function.

Cover in respect of any person or organisation to whom the *insured outsource* any normal administrative function shall apply in excess of any indemnification or valid and collectible insurance or indemnity, contractual or otherwise, available to the *outsource* entity or the *insured*.

- 2.20 *Plan* means any pension, employee benefit, welfare benefit, share save or share option plan or charitable fund or foundation established and maintained by the *insured* for the benefit of the past, present and future *employees* of the *insured* or their respective beneficiaries.

Cover for any *plan* shall only apply in respect of *loss* arising out of any act covered under this policy committed whilst such entity is a *plan* maintained by the *insured*. However upon written request by the *policyholder*, the *insurer* may consider, after assessment and evaluation of the increased exposure, granting cover for acts committed prior to the acquisition of a *plan*. Such cover is only valid when specifically agreed in writing by the *insurer*.

- 2.21 *Policyholder* means the organisation specified in Item 1 of the Schedule.
- 2.22 *Policy period* means the period of time specified in Item 2 of the Schedule or as extended by the *insurer*.
- 2.23 *Premises* means the interior portion of any building owned or occupied by the *insured* and in which they conduct their business.
- 2.24 *Securities* mean all negotiable and non-negotiable instruments or contracts, including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security, representing either money or property, but does not include *money*.
- 2.25 *Subsidiary company* means any company in which the *policyholder* either directly or indirectly through one or more of its *subsidiaries*:
- (i) controls the composition of the board of directors; or
  - (ii) controls more than half of the voting power; or
  - (iii) holds more than half of the issued share capital.

Cover for any *subsidiary company* shall only apply in respect of *loss* arising out of any act covered under this policy committed whilst such entity is a *subsidiary company* of the *policyholder*. However upon written request by the *policyholder*, the *insurer* may consider, after assessment and evaluation of the increased exposure, granting cover for acts committed prior to the acquisition of a *subsidiary company*. Such cover is only valid when specifically agreed in writing by the *insurer*.

### 3. Exclusions

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The *insurer* shall not be liable to make any payment arising from or related or amounting to any of the following:

#### 3.1 Consequential loss

Indirect or consequential loss of any nature, including but not limited to any loss of income, interest and dividends not realised by the *insured* or any other individual or organisation because of a *loss* covered under this policy, unless if covered under Optional Extensions 5.2.

#### 3.2 Credit risks

*Loss* resulting from the complete or partial non-payment of or default upon any *credit arrangement* or *loss* caused by *forgery* or the *fraudulent alteration* of assets received by the *insured* in purported payment for property sold and delivered on credit unless such *loss* is covered under Insurance Cover 1(A) or 1(B).

#### 3.3 Directors/partners

*Loss* resulting directly or indirectly from any act or series of acts committed by any director or partner of the *insured*, whether acting alone or in collusion, except to the extent that at the time the relevant act is committed such director or partner is deemed to be an *employee* under Definition 2.8 (i).

#### 3.4 Employee acts

*Loss* resulting directly or indirectly from any act or series of acts of any *employee* unless expressly covered under Insurance Cover 1(A) or any relevant extensions.

#### 3.5 Fees, costs and expenses

Fees, costs or other expenses incurred in establishing the existence or amount of *loss* covered under this policy, or in prosecuting or defending any legal proceeding, or for any recall costs or costs associated with a recall, except if covered under Standard Extensions 4.2 (i) and 4.2 (ii).

#### 3.6 Fines, penalties or damages

Fines, penalties or damages of any type for which the *insured* is legally liable, except direct compensatory damages if covered under Standard Extension 4.1 .

#### 3.7 Fire

*Loss* or damage caused by fire, other than *loss* of or damage to *money, securities, safes* or *vaults* if covered under Standard Extension 4.3.





3.8 Loss sustained after knowledge

*Loss caused from the time any (a) insured or any of the insured's directors, partners, trustees, officers, departmental directors, senior managers or equivalent of any insured or (b) any party to whom the insured outsource shall have knowledge or information that such employee or any other individual or organisation has committed any act or acts of fraud, dishonesty, criminal damage or theft:*

- (i) whilst such *employee* is in any *insured's* service or during the term of employment with any *insured*; or
- (ii) prior to an *employee* being employed by any *insured*,

3.9 Major shareholder

*Loss involving any person who, at the time of committing an act which results in a loss covered by this policy, owns or controls more than 5% of the insured's issued share capital of any insured.*

3.10 Non-violent crime

*Loss of and/or damage to any money, securities or property without the use of any force and violence other than in respect of:*

- (i) *money and/or securities on the premises or in transit if covered under Standard Extension 4.3; or*
- (ii) *a fraudulent act committed by any other person; or*
- (iii) *loss committed by an employee of the insured and covered under Insurance Cover 1 (A);*

3.11 Premises damage

*Damage or destruction to any:*

- (i) *premises or building, however caused; or*
- (ii) *contents and fixtures and fittings in the premises unless covered under Optional Extension 5.1.*
- (iii) *safes or vaults unless covered under Standard Extension 4.3(i)*

3.12 Prior or subsequent discovery of loss

*Loss the insured discovered:*

- (i) prior to the commencement of the *policy period*; or
- (ii) subsequent to the expiry of the *policy period* or *discovery period*.

3.13 Profit, loss or inventory computation

*Loss, the proof of which is dependent solely upon a: (i) profit and loss computation or comparison; or*



- (ii) comparison of inventory records with an actual physical count.  
However, where an *employee* is involved and has been identified, inventory records and actual physical count of inventory can be submitted as supporting documentation of *loss*, provided it is otherwise covered under the terms and conditions of the *Policy*.

3.14 Proprietary information, trade secrets and intellectual property

*Loss* of or arising from directly or indirectly the accessing of any confidential information including but not limited to trade secrets, computer programmes, customer information, patents, trademarks, copyrights or processing methods.

3.15 Radioactivity and nuclear

*Loss*, expense, liability or consequential *loss* of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.16 Violent crime by any individual or organisation

*Loss* arising out of theft occasioning the use of forcible and violent means unless:

- (i) if covered under Standard Extension 4.3 or Optional Extensions 5.1 or 5.2; or
- (ii) committed by an *employee* (acting alone or in collusion with others) and covered under Insurance Cover 1 (A).

3.17 Voluntary exchange or purchase

*Loss* arising out of the voluntary giving or surrendering (whether or not such giving and surrendering is induced by deception) of *money*, *securities* or other property in any exchange or purchase, unless:

- (i) such *loss* is committed by an *employee* (acting alone or in collusion with others) and covered under Insurance Cover 1(A); or
- (ii) is as a result of a *fraudulent act* committed by any other person.

3.18 War

*Loss* which arises directly or indirectly out of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil



commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot, the act of any lawfully constituted authority

#### 3.19 Terrorism Damage Exclusion

*Loss*, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

*Loss*, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the *Insurer* alleges that by reason of this Exclusion, any *loss*, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the *Insured*.

#### 4. Standard Extensions

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Subject to all of the terms, exceptions and conditions of this policy, cover is extended as follows:

##### 4.1 Care custody and control

Cover is extended to include *loss of money or securities* belonging to any other individual or organisation, but which is in the care custody or control of the *insured* and for which the *insured* is liable. Such amount is part of and not in addition to the Limit of Liability specified in Item 3 of the Schedule.

##### 4.2 Fees, costs and expenses

###### (i) Legal fees

Cover is extended to indemnify the *insured* for reasonable legal fees, costs and expenses incurred and paid by the *insured* in the defence of any demand, claim, suit or legal



proceeding which the *insured* subsequently establishes results directly from a *loss* covered under this policy, provided that:

- (a) such indemnity is limited to Rs. 1.5 Crores or 5% of the Limit of Liability specified in Item 3 of the Schedule which ever is lesser and such amount is part of and not in addition to the Limit of Liability specified in Item 3 of the Schedule;
- (b) the *insurer* shall not be liable to make any payment for fees, costs or other expenses (whether such fees, costs or expenses be for legal, accounting or other services) incurred by the *insured* in establishing the existence, validity or amount of any *loss* under this policy, other than if covered under Standard Extension 4.2(ii);
- (c) such legal fees, costs and expenses are incurred with the prior written consent of the *insurer*;
- (d) there is no duty upon the *insurer* to advance any legal fees, costs or expenses to the *insured* prior to the conclusion of the demand, claim, suit or legal proceeding;
- (e) such legal fees, costs and expenses are not recoverable from any other party.

For the purpose of this Standard Extension 4.2(i) defence shall mean a situation whereby the *insured* is acting as a defendant in a court of law.

(ii) Use of investigative specialists

Cover is extended to include the fees and expenses of an *investigative specialist*, to investigate the facts behind a *loss* covered or *loss* potentially covered under this policy and to determine the quantum of such *loss*. No Retention amount shall be applied to the expense of the *investigative specialist* and such expense paid by the *insurer* will be limited to Rs.

1.5 Crores or 5% of the Limit of Liability specified in Item 3 of the Schedule whichever is the lesser. Such amount is payable in addition to the Limit of Liability specified in Item 3 of the Schedule.

Provided that an *investigative specialist* is nominated by the *insured* from the pre-approved panel of the *Insurer* the *investigative specialist* may proceed to investigate any *loss* notified under this policy. The *investigative specialist* shall not be any entity or person with a clear conflict of interest. Should the *insured* wish to nominate an investigative specialist not on the pre-approved panel of the *Insurer*, the *insurer's* prior written approval is required before any fees, costs or expenses are incurred which are recoverable under



this policy. The *insurer* retains the right to attend the initial meeting with the *insured* and *investigative specialist*.

The *investigative specialist* shall advise how the *insured's* controls were or may have been breached and summarise recommendations which may prevent future similar *losses*.

A report shall be issued in English (in a format agreed by the *insurer*) in duplicate to the *insured* and the *insurer*.

No changes shall be made to the list of *investigative specialists* endorsed to this policy during the *policy period* unless such amendments are agreed to by the *policyholder* and the *insurer*.

(iii) Reconstitution costs

Cover is extended to include the reasonable cost of rewriting or amending the *insured's* software programmes or systems with the prior written consent of the *insurer* where such rewriting or amending is necessary to correct the programmes or amend the security codes following a *loss* covered under this policy. The *insurer's* liability for such rewriting or amending is limited to Rs. 1.5 Crores for any single *loss* and in the aggregate and such amount is part of and not in addition to the Limit of Liability specified in Item 3 of the Schedule.

4.3 Money or securities – damage, destruction or disappearance

Cover is extended to include:

- (i) the physical loss of or damage to or actual destruction or disappearance of *money or securities* including damage to or actual destruction of safes or vaults incurred in connection with such *loss*; and/or
- (ii) theft of *money or securities* by *any other person*, whether occasioning the use of force or violence or not, occurring:
  - (a) within the *premises*; or
  - (b) within the interior of any banking premises or similar recognised place of safe deposit; or
  - (c) whilst in transit and in the care, custody and control of a director or *employee* of or a partner in the *insured*; or
  - (d) whilst in the care, custody and control of any security company or armoured motor vehicle company, which is duly authorised by the *insured* to retain the care and custody of such *money or securities*;

provided that this Standard Extension:



- (1) is limited to Rs. 1.5 Crores in respect of any single *loss* as a result of physical *loss* of or damage to or actual destruction of *money* or *securities* caused by fire; and
- (2) is always in excess of any other valid and collectable insurance or indemnity (or would be valid or collectible except for the application of the retention amount or the exhaustion of the limits of liability), contractual or otherwise, available to the *insured*; and
- (3) is part of and not in addition to the Limit of Liability specified in Item 3 of the Schedule

4.4 New entities – newly created or acquired

Cover is extended to include:

- (i) any newly created *subsidiary* or *associated company* or *plan* formed or established by any *insured* during the *policy period*; or
- (ii) any merger with, or consolidation with, or purchase of, or other acquisition of the assets of another business. Indemnity under this policy shall apply to acts committed from the date of such merger with, or consolidation with, or purchase of, or other acquisition of the assets of another business.

Cover in respect of both (i) and (ii) above is afforded to such *subsidiary* or *associated company* or *plan* or assets only in respect of *loss* arising out of any act covered under this policy committed whilst such entity is or was a *subsidiary* or *associated company* or *plan* of the *policyholder* and this policy shall only apply in respect of such an entity for *loss discovered* after the commencement of such cover. In the event of (i) or (ii) above such new entity shall be covered hereunder provided that such entity:

- (a) has a total gross annual turnover and total number of *employees* which are less than 15% of the combined total gross annual turnover and total number of *employees* of all *insureds*; and
- (b) has not discovered any single *loss* of a type covered by this policy within the last 3 years which, whether insured or not and before the application of any retention, deductible or excess, was individually greater than 30 % of the Retention specified in Item 4 of the Schedule; and
- (c) conducts business activities which are comparable to the *insured's* business as most recently advised to the *insurer*; and



- (d) is governed by controls and procedures which are as effective as those most recently advised to the *insurer* by the *insured* creating or acquiring such entity.

If the new entity fails to meet the conditions set out in (a), (b), (c) and (d) above the *insurer* may agree upon written request to provide cover hereunder for acts committed on or after the date of such creation, merger, consolidation, purchase or acquisition but only upon the condition that within 90 days of the acquisition of the newly created or acquired *subsidiary* or *associated company* or *plan* or assets, the *insurer* shall have been provided with full particulars of the newly created or acquired *subsidiary* or *associated company* and any additional premium and/or amendment to the policy has been agreed by the *insurer*.

## 5. Optional Extensions

Subject to all of the terms, exclusions and conditions of this policy, cover is extended as follows unless shown as Not Included in Item 6 of the Schedule:

### 5.1 Criminal damage

Cover is extended to include *loss* sustained as a result of criminal damage committed with the principal intent to cause the *insured* to sustain such *loss* by:

- (i) any *employee* (acting alone or in collusion with others); or (ii)

any other person where such *loss* occurs at the *premises*; provided that this

Extension:

- (a) is limited to Rs. 1.5 Crores any single *loss* and in the aggregate and such amount is part of and not in addition to the Limit of Liability specified in Item 3 of the Schedule; and
- (b) excludes *loss* resulting from criminal damage to *money* and *securities* and safes and vaults ; and
- (c) excludes damage occasioned by fire, howsoever caused; and
- (d) is always in excess of any other insurance or indemnity contractual or otherwise available to the *insured*; and
- (e) does not apply in addition to Standard Extension 4.2(iii) Reconstitution Costs in respect of the same act or series of related, continuous or repeated acts.

### 5.2 Interest receivable or payable

Cover is extended to include the amount of any interest which would have been receivable but for a *loss* covered under this policy, or which becomes payable by the *insured* resulting directly from a



loss covered under this policy provided that the *insurer's* liability for such interest receivable or payable:

- (i) is that which is calculated by applying the average of the Reserve Bank Of India base rate in force between the time of sustaining such *loss* and the date of *discovery* of such *loss*; and
- (ii) is limited to 15% of the Limit of Liability specified in Item 3 of the Schedule and such amount is part of and not in addition to the Limit of Liability specified therein.

### 5.3 Violent and forcible theft of property by any other person

Cover is extended to include:

- (i) *Loss* caused by theft or attempted theft following entry to or exit from the *premises* by forcible and violent means by *any other person* resulting in:
  - (a) theft of any tangible property (other than contents and fixtures and fittings); or
  - (b) theft of any contents, fixtures and fittings limited to Rs. 1.5 Crores any single *loss*, such amount being part of and not in addition to the Limit of Liability specified in Item 3 of the Schedule; or
- (ii) *Loss* caused by theft or attempted theft incurred whilst in transit due to forcible and violent means exercised by *any other person* resulting in theft of any tangible property whilst in transit by a director or *employee* of or a partner in the *insured*;

provided that this Extension:

- (a) is in excess of any other valid and collectible insurance or indemnity, contractual or otherwise, available to the *insured*; and
- (b) is part of and not in addition to the Limit of Liability specified in Item 3 of the Schedule.

For the purpose of this Optional Extension 5.3 property shall not include *money* and *securities*.

## 6. General Provisions

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### 6.1 Limit of Liability

The *Insurer's* total liability for all *loss* or losses paid during the Policy Period shall not exceed the aggregate Limit of Liability as set forth in Item 3 of the Schedule.





#### 6.2 Limit of liability under this policy and prior insurance

*Loss* which is covered partly by this policy and partly by any other policy (including policies of which this is a renewal) issued by the *insurer* or any other member company of American International Group Inc. to the *insured*, for which the previous discovery period has not expired, shall be limited to the larger amount of insurance under the previous policy or this policy and shall on no account be cumulative.

#### 6.3 Non accumulation of liability

Regardless of the number of years this policy is in force and irrespective that it is or may be renewed and regardless of the number of premiums paid, the Limit of Liability as specified in Item 3 of the Schedule shall not be cumulative from year to year or period to period.

#### 6.4 Retention and other insurance

For each and every *loss*, cover under this policy will be excess of the greater of:

- (i) the Retention specified in Item 4 of the Schedule; or
- (ii) the amount of any other valid and collectible insurance or indemnity, contractual or otherwise, available to the *insured*.

Retention shall not apply in respect of:

- (a) any *plan*, where such *plan* is required by law to comply with the Employee Retirement Income Security Act 1974 (ERISA) in the United States of America (USA); or in a capacity as trustee or fiduciary under law (statutory or non-statutory including common) or administrator of any pension, profit sharing or employee benefits programme, including but not limited to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Provident Fund Act of 1952 (India) or the Payment of Gratuity Act, 1972 (India), Employee Pensions Scheme, 1995 (India), Employee Retirement Income Security Act of 1974 (USA) or the Pensions Act 1995 (UK) and any amendments to any of the foregoing thereto or any similar provisions of the law from time to time in force, common or statutory, of any state, territory, jurisdiction, or political subdivision thereof;
- (b) use of any *investigative specialist* as provided under Standard Extension 4.2 (ii).

If a *loss* is covered partly under this policy and partly under a prior policy issued by another insurer or carrier, the Retention under this policy applicable to the *loss* will be reduced by the retention or deductible actually applied to *loss* under such other policy.



#### 6.5 Single policy

This policy is a single contract of insurance and if more than one *insured* is covered this policy shall nevertheless be and remain a single contract of insurance for the benefit of the *insured* as joint *insured* and, accordingly, without limitation:

- (i) the *policyholder* shall act for itself and for all *insured* for all purposes under this policy, including but not limited to the giving and receiving of notice, the giving of notice of *loss*, the payment of premiums that may become due and the receipt and acceptance of any endorsements issued to form a part of this policy;
- (ii) payment of any *loss* under this policy to the *policyholder* shall fully release the *insurer* with respect to such *loss*, however, in the event that any *loss* sustained by any Indian *plan* is covered under this policy, payment shall be made by the *insurer* to the trustees of such funds for and on behalf of the beneficiaries;
- (iii) if there is more than one *insured* under this policy and any such entity other than the *policyholder* ceases for any reason to be covered under this policy, then the remaining *insureds* shall continue to be joint *insured* for all purposes under this policy;
- (iv) knowledge possessed or *discovery* made by any *insured* or by any director, partner, trustee, officer, departmental director, senior manager or equivalent thereof of any *insured* shall for all purposes constitute knowledge possessed or *discovery* made by every *insured*;
- (v) the *insurer's* liability for *loss* sustained by any or all of the *insured* shall not exceed the amount for which the *insurer* would be liable had all such *loss* been sustained by any one of the *insured*; as specified under Item 3, Limit of Liability in the Schedule.
- (vi) in calculating *loss* covered under this policy, where another *insured* receives a benefit corresponding or relating to such *loss*, that benefit will be set off against the value of such *loss*.

#### 6.6 How to give notice and report a loss

- (i) Notice of *loss* shall be given in writing directly to Tata AIG General Insurance Company Limited Ahura Centre, 4<sup>th</sup> Floor, 82, Mahakali Caves Road, Andheri(East) Mumbai-400093



If posted the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

- (ii) The *insured* shall, as a condition precedent to the obligations of the *insurer* under this policy:
- (a) give written notice to the *insurer* as soon as practicable but in any event no later than 60 days after *loss* is *discovered*; and
  - (b) give notice to the police. and
  - (c) provide the *insurer* with all requested information and documents and co-operate with the *insurer* in all matters pertaining to the *loss*; and
  - (d) furnish to the *insurer* affirmative proof of *loss* with full particulars within 6 months of *discovery* in the absence of a conclusive report by an *investigative specialist*.

**6.7 Discovery period**

If the *policyholder* chooses not to renew or extend this policy and does not replace this policy with a similar policy or cover with the *insurer* or any other party, then the *policyholder* shall have the right to a *discovery period* of 90 days following the effective date of non-renewal with the *insurer*.

**6.8 Loss settlement**

The *insurer* may, with the *insured's* consent, settle any claim for *loss* of property with the owner. Any property for which the *insurer* has made indemnification shall become the property of the *insurer*. At its discretion, the *insurer* may pay the actual cash value or make applicable repairs or replacements.

**6.9 Basis of valuation**

In no event shall the *insurer* be liable for more than:

- (i) the actual market value, determined by that published in the Economic Times or Business Standard in India or equivalent local daily financial newspaper of securities, foreign funds, currencies or precious metals at the close of business on the day the *loss* was *discovered*, or, if less, the actual cost of replacing the *securities*;
- (ii) the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data furnished by the *insured* in order to reproduce books of accounts and records;



- (iii) the cost of labour for the actual transcription or copying of electronic data furnished by the *insured*, in order to reproduce such electronic data;
- (iv) the actual cash value of other property at the time of *loss* or the actual cost of repairing or replacing the property with property or material of like quality or value, whichever is less. The actual cash value of other property if held by the *insured* as a pledge, or as collateral for an advance or a loan, shall be considered not to exceed the value of the property as determined and recorded by the *insured* when making the advance or loan, or in the absence of a record, the unpaid portion of the advance or loan plus accrued interest at legal rates.

#### 6.10 Recoveries

Recoveries (except from insurance, reinsurance, sureties or indemnity), will be allocated in the following order of reimbursement:

- (i) firstly, for any costs and expenses reasonably and necessarily incurred in relation to the recovery;
- (ii) secondly, the *insured* will be reimbursed for any *loss* exceeding the Limit of Liability specified in Item 3 of the Schedule;
- (iii) thirdly, the *insurer* will be reimbursed for any settlement made; and
- (iv) lastly, the *insured* will be reimbursed for *loss* equal to the Retention amount specified in Item 4 of the Schedule.

#### 6.11 Subrogation

In the event of any payment under this policy, the *insurer* shall be subrogated to the extent of such payment to all of the *insured's* rights of recovery in respect of the payment. The *insured* shall execute all papers required and shall do everything necessary to secure any rights including the execution of any documents necessary to enable the *insurer* effectively to bring suit in the name of the *insured* whether such acts shall be or become necessary before or after payment by the *insurer*.

#### 6.12 Arbitration

- (a) Any and all disputes or differences which may arise under, out of, in connection with or in relation to this *policy*, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this *policy*, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).
- (b) In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to



the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

- (c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.
- (d) The place of arbitration shall be Mumbai India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.
- (e) It is a condition precedent to any right of action or suit upon this *policy* that the award by such arbitrator or arbitrators shall be first obtained.
- (f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

#### 6.13 Assignment

This policy and any rights under it cannot be assigned without written consent of the *insurer*.

#### 6.14 Changes in risk during policy period

If during the *policy period* any of the following changes in risk take place, then the cover provided under this policy is amended to apply only to those acts committed prior to the effective date of such change in risk.

For the purpose of this General provision changes in risk mean:

- (i) the liquidation of the *policyholder*, or the appointment of a receiver, liquidator, manager or administrator in respect of the *policyholder*; or
- (ii) the liquidation of any single *insured* or the appointment of a receiver, liquidator, manager or administrator of such *insured*; or
- (iii) the consolidation or merger of the *policyholder* with another business entity, or upon any purchase, assignment,



transfer, pledge or sale of assets or shares occasioning any change in control of the *policyholder*; or

- (iv) a change of control of any *insured*; or
- (v) knowledge that an act of fraud or dishonesty or criminal damage has been committed by any *employee* of the *insured* or any director, partner, trustee, officer, departmental director, senior manager or equivalent as set out under Exclusion 3.8.

#### 6.15 Cancellation

- (a) The *insurers* may cancel this *policy* by giving 30 days written notice of such cancellation to the last known address of the *insured* and in such event the *insurers* will return a pro-rata portion of the premium for the unexpired *policy period*.
- (b) This *policy* may also be cancelled by the *insured* by giving 30 days written notice to the *insurers* in which event the *insurers* will retain premium at the customary short period scale, provided that there has been no *claim* under the *policy* during the *policy period* in which case no refund of premium shall be allowed.
- (c) The payment or tender of any unearned premium by the *insurer* shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

#### 6.16 Fraudulent claims

If the *insured* shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall be void and all claims under it shall be forfeited.

#### 6.17 Signature and alteration

The insurance provided by this policy is operative only if the Schedule of this policy bears the signature of an authorised representative of the *insurer* and no change in or modification to this policy will be effective unless made by written endorsement bearing the signature of an authorised representative of the *insurer*.

#### 6.18 Proposal and representation

In granting cover to any one *insured*, the *insurer* has relied upon the statements and particulars in the proposal together with its attachments and other information supplied. All such statements, attachments and information are the basis of and are incorporated into the contract. The *insured* shall not conceal or misrepresent any material fact or circumstance when making such representation.



6.19 Title and italics

The titles of these paragraphs are for convenience only and do not lend any meaning to this contract. In this policy, words in italics have special meaning and are defined.

### Customer Grievance Redressal Procedure

The Company is committed to extend the best possible services to its customers. However, if **you** are not satisfied with **our** services and wish to lodge a complaint, please feel free to call **our** 24X7 Toll free number 1800-266-7780/022-66939500 (toll free) or **you** may email to the customer service desk at [customersupport@tataaig.com](mailto:customersupport@tataaig.com).

#### Nodal Officer

Please visit **our** website at [www.tataaiginsurance.in](http://www.tataaiginsurance.in) to know the contact details of the nodal officer for **your** servicing branch.

After investigating the grievance internally and subsequent closure, we will send **Our** response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, **we** will inform **you** of the same through an interim reply.

#### Escalation Level 1

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to [manager.customersupport@tataaig.com](mailto:manager.customersupport@tataaig.com). After investigating the matter internally and subsequent closure, **we** will send our response within a period of 8 days from the date of receipt at this email id.

#### Escalation Level 2

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to the Head - Customer Services at [head.customerservices@tataaig.com](mailto:head.customerservices@tataaig.com). After examining the matter, **we** will send **you** our final response within a period of 7 days from the date of receipt of **your** complaint on this email id.

Within 30 days of lodging a complaint with **us**, if **you** do not get a satisfactory response from **us** and **you** wish to pursue other avenues for redressal of grievances, **you** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office of the Ombudsman	Address & Contact 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 - 25501201/02/05/06 Email: bimalokpal.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, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203	Madhya Pradesh, Chattisgarh





	Email: bimalokpal.bhopal@cioins.co.in	
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu PuducherryTown 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 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.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 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry



KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, 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 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region



	Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	
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This **Policy** is subject to IRDAI (Protection of **Policyholder's** Interests) Regulation, 2017.

**Disclaimer: INSURANCE ACT 1938 Section 41 Prohibition of Rebates**

**1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.**

**2. ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHED WITH A FINE WHICH MAY EXTEND TO TEN LAKHS**

**RUPEES.**

**"Insurance is the subject matter of the solicitation". For more details on benefits, exclusions, limitations, terms & conditions, please refer sales brochure/ Policy wordings carefully, before concluding a sale.**

**"Commencement of risk cover under the Policy is subject to receipt of payable premium by Tata AIG General Insurance Company Limited".**