

## PART II OF SCHEDULE

### I. DEFINITIONS:

For the purpose of this Policy, the following terms shall have the meaning as set forth hereunder:

- (1) **"ATM"** shall mean Automated Teller Machine of the Insured.
- (2) **"Bank"** shall mean any entity licensed as a bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.
- (3) **"Bill of Exchange"** means an instrument in writing containing an unconditional order, signed by the maker, directing a certain person to pay a certain sum of money only to, or to the order of, a certain person or to the bearer of the instrument or such other instrument as may be specified in The Negotiable Instruments Act, 1881 from time to time.
- (4) **"Bill of Lading"** means a document of title issued by a carrier to the order of a shipper, acknowledging receipt of goods for transport and is transferable in favour of another person by endorsement and delivery.
- (5) **"Burglary"** means any theft following upon actual forcible and violent entry of and/or exit from the Premises of the Insured with an intent to commit a felony therein.
- (6) **"Certificate of Deposit"** means a written acknowledgment by a bank of a deposit with promise to pay to depositor, to his order, or to some other person or to his order said deposit with interest on a specified date.
- (7) **"Cheque"** means a Bill of Exchange, drawn on a specified banker, and not expressed to be payable otherwise than on demand and it includes the electronic image of a truncated cheque and a cheque in the electronic form or such other instrument as may be specified in The Negotiable Instruments Act, 1881 from time to time.
- (8) **"Counterfeit"** means fraudulent or deceptive imitation of a genuine instrument with the intent to defraud. Fictitious instruments, which merely contain fraudulent misrepresentations of fact and are genuinely signed or endorsed, are not counterfeit.
- (9) **"Customer"** means any person who avails of any products or services from the Insured in its capacity as a Bank.
- (10) **"Deductibles"** means such amount or percentage of the loss or damage sustained by the Insured to be borne by the Insured before the compensation under the Policy shall become payable and shall not be reimbursed by the Company.
- (11) **"Draft"** means an instrument containing an order to pay money, drawn by one office of a bank upon another office of the same bank for a sum of money payable to order on demand.
- (12) **"Employee"** of the Insured means:
  - (i) All officers, clerks, servants and other employees, whether permanent or temporary, whole time or part time, on contract or otherwise including any apprentice performing services for the Insured;

- (ii) All persons providing services to the Insured under provided by an employment contractor to perform employee duties for the Insured under the Insured's supervision;
  - (iii) All existing Insured's retired officers or employees who have been retained by them as consultants, and
  - (iv) all existing persons engaged by the Insured as consultants, including consultants involved in the Insured's Data Processing activities, while acting in their capacity as such, and
  - (v) all existing guest student pursuing studies or duties in any of the Insured's premises.
- (13) **"Forgery" or "Forged Signature" or "Forged as to the Signature"** means an act of fraudulently making, altering or imitating the signature of another person with intent to deceive or defraud, however, it does not include signing of one's own name, with or without requisite authority, in any capacity, for any purpose.
- (14) **"Hold-up"** means when a person having some weapon threatens the Employees of the insured and there exists a possibility of actual physical threat to the person of the Employees or Customers of the Insured, while they are on the Premises.
- (15) **"Insured"** means the Bank named in the Part I of this Policy and any Banking Subsidiary Companies in which the Insured have a controlling interest and which are listed in the Proposal Form.
- (16) **"Insured premises"** means the locations as specified in Part I of this Policy, where any branches or permanent or temporary office (ATM, Mobile Office & Cash Collection Center) or actually within any recognized place of safe deposit within India of the Insured are established, and which are duly licensed by the Reserve Bank of India.
- (17) **"Letter of Credit"** means a written document issued to a beneficiary at the request of the Insured's customer in which the Insured (in its capacity as a Bank) promises to honor a demand for payment by the beneficiary in order to satisfy or secure the customer's debt in accordance with the terms and conditions of such document.
- (18) **"Payment"** of a Promissory Note means the discharge by the Insured of said Promissory Note and DOES NOT include the purchase, discount, sale, loan or advance of or on said Promissory Note.
- (19) **"Period of Insurance"** means the period from Commencement of Insurance Cover to the end of the Insurance Cover as per Part I of the Schedule.
- (20) **"Policy"** means Insured's proposal, the schedule, Company's covering letter to the insured, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.
- (21) **"Promissory Note"** means an instrument in writing (not being a bank-note or a currency-note) containing an unconditional undertaking, signed by the maker, to pay a certain sum of

money only to, or to the order of, a certain person, or to the bearer of the instrument at a stated time or on demand.

- (22) "**Property**" means cash (i.e. currency, coins and bank notes), bullion, precious metals of all kinds and in whatsoever form and articles made therefrom, gems (including uncut gem stones), precious and semi-precious stones, certificates of stock, bonds, coupons and all other types of securities, Bills of Lading, warehouse receipts, Cheques, Bills of Exchange, Drafts, Certificates of Deposit, Letters of Credit, Promissory Notes, money orders, orders upon public treasuries, stamps, insurance policies, title deeds, certificates of title and all other negotiable and nonnegotiable instruments or contracts representing money or other property (real or personal) or interests therein, and other valuable papers, including books of account and other records (but excluding records recorded electronically) used by the Insured in the conduct of their business, in which the Insured has an interest, or which are held by the Insured for any purpose or in any capacity.
- (23) "**Riot**" refers to the violent disturbance of the public peace by three or more persons assembled for a common purpose.
- (24) "**Retroactive period**" means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy schedule. Retroactive date is the date when the risk is first incepted under a claims made policy and thereafter renewed without break in period of cover.
- (25) "**Strike**" refers to cessation of work or a temporary stoppage of normal and regular activity or work undertaken by some persons in support of the demands made on the Insured, as for higher pay or improved conditions of work.
- (26) "**Sum Insured**" means the maximum specified coverage, as mentioned in the Part I of this Policy that the Insured is entitled to in respect of the benefit under this Policy.
- (27) "**Withdrawal receipts**" means a written document in a form stipulated by the Insured which is provided to Customers having a Savings Bank Account with the Insured acknowledging withdrawal of funds by the Customers from Savings Bank Account.

## **II. SCOPE OF COVER:**

### **Cover 1: On Premises**

Loss of Property resulting directly from

- a) Fire, Riot & Strike, or
- b) Theft, larceny, burglary, robbery or hold-up committed by persons physically present on the premises where the property is located

While such Property is within any of the Insured premises or is actually within the premises of any of the correspondent banks of the Insured or is actually within the premises of any transfer or

registration agent for the purpose of exchange, conversion, registration or transfer in the usual course of business.

Loss of Property, through any of the perils specified in the preceding paragraph, in the possession of any customer of the Insured, or of any representative of such customer, within the premises of the Insured for the purpose of transacting banking business with the Insured, whether or not the Insured is legally liable for the loss thereof subject to General Condition (8), and excluding in any loss caused by or attributable to such customer or representative.

### **Cover 2: In Transit**

Loss of Property from any cause while the Property is in transit anywhere in the custody of an authorized Employee of the Insured or any person designated by the Insured to act as its messenger or while in the custody of any Security or Armoured Motor Vehicle Company engaged in transporting passengers or goods for hire by land, water, or air for the purpose of transportation on behalf of the Insured ("Carrier"), such transit to begin immediately upon receipt of such Property by the transporting person or persons and to end immediately upon delivery to the designated recipient or its agent. No benefit under this Policy shall be available if the loss or damage is caused due to or contributed to by the Insured or its Employees having caused or suffered anything to be done whereby the risks insured against are unnecessarily increased.

#### **Special Exclusion applicable to Cover 2:**

Notwithstanding any provision to the contrary contained herein, this Policy excludes any loss of or damage to Property while the same is in the mail or post or while in the custody of any Carrier unless the amount of such loss or damage shall be in excess of the amount recoverable, recovered or received by the Insured under

- (i) any contract between the Insured and the Carrier;
- (ii) Insurance Cover taken by the Carrier for such purposes; and
- (iii) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of the said Security or Armoured Motor Vehicle Company's service.

If the above conditions are fulfilled, then the Company shall be liable only for the excess amount up to the limit specified in Part I of this Policy.

### **Cover 3: Fidelity**

Loss resulting solely and directly from dishonest or fraudulent act or omission by any Employee of the Insured (including causing the Insured not being in compliance of applicable RBI guidelines/circulars/rules/regulations and other statutory/ compliance requirements) committed with the manifest intent to cause any Customer or the Insured to sustain any loss or to obtain a financial gain for the said Employee, irrespective of the location wherever such act or omission is committed and whether committed alone or in collusion with others, including loss of Property through any such acts by Employees.

Notwithstanding the foregoing, it is agreed that with regard to pledged or hypothecated goods, trading or other dealings in securities, commodities, futures, options, currencies, foreign exchange

and the like, and loans, transactions in the nature of a loan or other extensions of credit this Policy covers only loss resulting solely and directly from the dishonest or fraudulent acts by Employees of the Insured committed with the manifest intent to make and which results in improper financial gain for themselves other than salary, fees, commissions, promotions and other similar emoluments.

#### **Cover 4: Forgery or Alteration**

Loss resulting directly from:

- (a) Forgery or fraudulent alteration of, on, or in any Cheques, Traveller's Cheque, Fixed deposit receipt, gift cheque, Bills of Exchange, Acceptances, Drafts, Certificates of Deposit, Letters of Credit, Withdrawal receipts, money orders, orders upon public treasuries; or
- (b) Having transferred, paid or delivered any Property or established any credit or given any value on the faith of any telegraphic, cable, or teletype instructions directed to the Insured authorizing or acknowledging the transfer, payment, delivery or receipt of funds or property which instructions purport to have been sent by a customer of the Insured or by any banking institution but which instructions were sent by a person other than the said customer or banking institution purporting to send such instructions (which purported instructions shall be deemed to bear a forged signature) or have been altered without the knowledge and consent of such customer or banking institution.
- (c) The Payment by the Insured of forged Promissory Notes or of Promissory Notes bearing forged endorsements.

The foregoing instruments must be in a script with which the Employee, acting upon such instrument, is conversant. Mechanically reproduced facsimile signatures shall be treated the same as handwritten signatures.

#### **Special Exclusion applicable to Cover 4:**

Notwithstanding any provision to the contrary contained herein, this Policy excludes any loss sustained by reason of forgery of any of the above mentioned instruments if they are genuinely signed or endorsed but are false as to contents i.e. the coverage is only in case of forged signature. The words 'forgery' or 'forged' DO NOT mean nor include such genuinely signed or endorsed instruments which are false as to contents. Further, this Policy excludes any loss sustained on account of forgery / alteration to credit/debit card, charge slip by a third party resulting in to losses to cardholder.

The word 'Payment' of a promissory note means the discharge by the Insured of said promissory note and DOES NOT include the purchase, discount, sale, loan or advance of or on said promissory note.

#### **Cover 5: Securities**

Loss resulting directly from the Insured having, in good faith and in the ordinary course of business, acted upon

- (a) Share certificates, bearer stock, certificates of stock, warrants or rights to subscribe, allotment letters, bonds, debentures or coupons issued by limited companies or corporations; or
- (b) Bonds similar in form to corporate bonds issued by partnerships which are secured by mortgages, deeds of trust or collateral security agreements; or
- (c) Government of India Guaranteed stocks, certificates of indebtedness, bonds, coupons or other deposit instruments of Government of India.
- (d) Promissory Notes except (i) those issued or purporting to have been issued for use as currency, (ii) those secured or purporting to be secured directly or indirectly by assigned accounts or what purport to be assigned accounts and (iii) those covered under Insuring Clause 4(c).
- (e) Deeds of trust, mortgages upon real property and upon interests in real property and assignments of such mortgages.
- (f) Certificates of Deposit and Letters of Credit except when covered under Insuring Clause 4(a) and Bills of Lading.

Provided that the above are proved to be:

- (i) Counterfeit, or
- (ii) Forged as to the Signature of any maker, drawer, issuer, endorser, assignor, lessee, transfer agent or registrar, acceptor, surety or guarantor, or
- (iii) Fraudulently altered as to the contents, or
- (iv) Lost or stolen.

Actual physical possession of the original or what purports to be the original securities listed in (a) through (f) above by the Insured or its correspondent bank is a condition precedent to the Insured's having acted upon such securities.

The foregoing instruments must be in a script with which the Employee, acting upon such instrument, is conversant. Mechanically reproduced facsimile signatures shall be treated the same as handwritten signatures.

#### **Cover 6: Counterfeit Currency**

Loss by reason of the receipt by the Insured in good faith of any counterfeit paper currency or coin issued or purporting to have been issued by any country in which the Insured's office sustaining the loss is located.

Provided that the Insured has taken reasonable measures to ensure that such Counterfeit currency is verified prior to acceptance and has lodged a complaint with the local police station as per the requirements of the Reserve Bank of India.

#### **Cover 7: Offices and Contents**

Loss of or damage to

- (a) furnishings, fixtures, equipment (except computers, computer systems, computer networks and peripheral equipment, computer programs and other computer related equipment), stationery, supplies or safes and vaults within any office of the Insured caused by burglary, robbery, hold-up, theft or larceny, or any attempted burglary, or by vandalism or malicious mischief.
- (b) Any office of the Insured caused by burglary, robbery, hold-up, theft or larceny, or any attempted burglary, or to the interior of any such office by vandalism or malicious mischief,
- (c) Any ATM of the Insured caused by burglary, robbery, hold-up, theft or larceny or any attempted burglary, or by vandalism or malicious mischief.

provided that

- (i) the Insured is the owner of such furnishings, fixtures, equipment, stationery, supplies or safes and vaults or offices or is liable for such loss or damage and is rightfully in the possession of the Insured; and

**Special Exclusion applicable to Cover 7:**

Notwithstanding any provision to the contrary contained herein, this Policy excludes loss or damage due to perils in standard fire & special perils policy.

**Cover 8: Registered Postal Sending**

Loss of property by robbery, theft except whilst in direct transit or intended to be dispatched by Registered Insured Post from the office of the insured to the consignee provided that each post parcel shall be insured with the Post office for at least 20% of the consignment value.

Provided always that the Company's liability under this, for any one loss or aggregate of all losses during the period of insurance, is limited to the amount mentioned in the Item No. 8 (Insuring Clause: Register Postal Sending) of the Schedule.

**Cover 9: Appraisers**

Loss as a result of infidelity or criminal acts on the part of Appraisers provided that such Appraisers are on the approved list of Appraisers maintained by the Insured and further provided that the Insured shall exercise reasonable precaution and safeguards in the selection and appointment of such Appraisers. The Insured shall also maintain details of such Appraisers.

Provided always that the Company's liability for any one loss or aggregate of all losses during the period of insurance due to infidelity or criminal acts of each of such Appraisers will be limited to the amount mentioned in the Item No. 9 (Insuring Clause: Appraisers) of the Schedule.

**Cover 10: Janta Agents/Chhoti Bachat Yojna Agents/Pygmic Collectors:**

Due to infidelity or criminal acts on part of above agents provided that

1. These agents are part time commission agent of the Bank

2. They are appointed after full scrutiny about their credentials which is guaranteed by reliable independent persons.

Limit of Liability:

Provided always that the Company's liability for any one loss or aggregate of all losses during the period of insurance will be limited to the amount mentioned in the Item No. 10 (Insuring Clause: Janta Agents/Chhoti Bachat Yojna Agents/Pygmie Collectors) of the Schedule.

**Cover 11: Legal Fees**

The Company shall indemnify the Insured for all such reasonable legal fees, costs and expenses incurred and paid by the Insured in the defense of any demand, claim, suit or legal proceeding with respect to which the Insured establishes that the act or acts which were committed would entitle the Insured to recovery under this Policy if any loss resulted therefrom. Such indemnity shall be in addition to the Limits specified in Item No. 10 (Sum Insured) of the Schedule of the Policy.

It is understood, however, that if such loss, claim or damage does not exceed the applicable deductible under Item No. 10 (Deductible) of the Schedule, Company is not liable for such legal fees, costs and expenses. However, if such loss, claim or damage exceeds the deductible, or if the Insured's liability or alleged liability is greater than the amount recoverable under the Policy, then Company is liable for the proportion of such legal fees, costs and expenses that the amount of such loss, claim or damage recoverable under this Policy bears to the total of such amount plus the amount which is not so recoverable including the deductible.

It is further understood that Company shall not indemnify the Insured for fees, costs or other expenses (whether such fees, costs and expenses be for legal, accounting or other services) incurred by the Insured in establishing the existence of or amount of loss covered by the Policy.

The Company shall be entitled at any time to take over and conduct in the name of the Insured the defense of any such demand, claim, suit or legal proceeding made against the Insured, it being understood, however, that the Insured shall not be required to contest any legal proceedings unless a Counsel (to be mutually agreed upon by the Insured and the Company) shall advise that such proceedings should be contested.

**III. GENERAL EXCLUSIONS APPLICABLE TO THE POLICY**

1. The Company shall not be liable;
  - (i) For any claims which were not first made within this policy period.
  - (ii) In the event of non-renewal or cancellation of this policy, for losses not discovered within six calendar months following the date of expiry or the date of cancellation as the case may be (provided only that if there be any other insurance in force during the said six calendar



months whether effected by the insured or otherwise this Policy shall not cover or contribute to any loss covered by such other insurance). The Reinstatement provision will not apply to such losses discovered within six calendar months from the date of nonrenewal or cancellation.

(iii) For any losses discovered or intimated after the date of cancellation advice by the insured, in case the policy has been cancelled at the request of the insured.

(iv) For losses not sustained within the retroactive period not exceeding \_\_\_\_years prior to the date of discovery of any such loss or losses.

(v) For losses arising on account of the Insured not being in compliance of applicable RBI guidelines/circulars/rules/regulations and other statutory/ compliance requirements.

Further, provided that losses which become payable under this clause shall be subject to the terms, conditions exceptions of the Policy currently in force on the date of discovery.

2. Any loss resulting wholly or partially from any wrongful act or omission of any Director of the Insured other than salaried Directors.
3. Losses due to any acts or omissions committed by the concerned employee(s) after the discovery of a loss in which the said employee(s) was involved.
4. Any loss or damage to any item (including Property)
  - a. Contained in customer's safe deposit boxes
  - b. Held by Insured in safe custody on behalf of customers other than identifiable securities actually held by Insured for said customers.

except to the extent that such loss is covered by Insuring Clause 3: Employee Dishonesty

5. Any loss or damage to any property whatsoever by reason of wear, tear, gradual deterioration, moth or vermin.
6. Any loss or damage occasioned by or through or in consequence whether directly or indirectly of any of the following occurrences:
  - i. Earthquake, volcanic eruption, subterranean fire, or any other convulsions of nature;
  - ii. Flood, inundation, hurricane, typhoon, storm, tempest, tornado, cyclone or atmospheric disturbances;
  - iii. War, invasion, act of foreign enemy, hostility or warlike operation (whether war be declared or not), civil war;
  - iv. Mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any source whatsoever or from nuclear weapons material.

Any loss happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or said occurrences shall be deemed to be loss which is now covered by this, except to the extent that the insured shall prove that such loss happened independently of the existence of such abnormal conditions.

7. Losses resulting wholly or partially from any gross negligent act or omission of the insured employee.
8. Losses of any money and/ or securities and/ or personal property confided to the care of insured, normal value and description of which have not been ascertained by the Insured before loss.
9. Losses resulting directly or indirectly from trading, actual or fictitious, whether in the name of the insured or otherwise and whether or not within the knowledge of the insured, and not withstanding any act or omission on the part of any employee in connection therewith whether acting within the scope of authority or not or with any account recording the same.
10. Any
  - a. Loss, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or
  - b. Any legal liability of whatsoever nature
11. Losses attributable directly or indirectly to manipulation or faulty computer or other Electronic Data Processing (EDP) system and/ or any fraudulent use of the computer or other EDP system by the employee or outsiders, irrespective of whether the computer or EDP system belongs to the insured or it is shared by the insured with others on service contract basis or otherwise.

12. Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance, it is agreed that this insurance excludes 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.

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 organization(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.

The warranty also excludes 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 Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **IV. SPECIAL CONDITIONS APPLICABLE TO THE POLICY:**

##### **(1) INDEMNITY UNDER THE POLICY:**

The Company's Liability under this policy in respect of all losses pertaining to different sections of the policy shall be limited to the Sum Insured and the additional Sum Insured respectively incorporated in the policy, subject to however the reinstatement of the Sum Insured as incorporated hereunder by which the Company's liability under the policy shall be limited to a maximum of twice the Sum Insured and additional Sum Insured respectively incorporated hereunder

##### **(2) REINSTATEMENT:**

At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sums insured, in consideration of which, upon the settlement of any loss under this policy, prorata premium at the basic rate for the unexpired period for the amount of such loss paid (not exceeding the respective sum insured) shall be payable by the insured to the company. The additional premium referred to above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent shall be available, notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following discovery of a loss. The intention of this clause is to ensure continuity of the cover to the insured subject only to the right of the Company for deduction from the claim amount when settled, of pro rata premium to be calculated from the date of discovery of each independent loss till expiry of the policy under which the loss falls; Provided that the liability of the Company will be limited to twice the respective Sum Insured during the entire period of the policy in respect of any loss or losses caused by acts and/ or omission of any persons.

##### **(3) VALUATION OF SECURITIES:**

In estimating the amount of any loss, the value, of Securities shall be taken at the average market price or value in Rupees on the date of discovery of such loss (omitting Sundays and Holidays) and if there be no market price/or value for same or any of them on such days, then the value thereof shall be the value as agreed between the respective parties or in the event of difference as ascertained by an independent valuer agreeable to both parties

##### **(4) VALUATION OF JEWELLERY / ORNAMENTS:**

Value for the purpose of settlement of any claim in respect of Jewellery/ornaments under this Policy shall be as per the 100% value as recorded in the register of the bank at the time of

pledging of jewellery or ornaments or value recorded in the bank's register after latest valuation.

## **V. GENERAL CONDITIONS**

### **1. ADDITIONAL OFFICES, CONSOLIDATION, MERGER OR PURCHASE BY THE ASSURED OF ANOTHER BUSINESS**

If the Insured shall, during the Policy Period, establish any new branch offices, other than by merger or consolidation with, or purchase or other acquisition of the assets of another business, such branch offices shall be automatically covered hereunder from the dates of their establishment, without the requirement of notice to the Company or the payment of additional premium for the remainder of the Policy Period.

Provided however that the coverage under the policy can be extended to new branch offices established by the Insured by merger or consolidation with or purchase or other acquisition of assets of another business, subject to the Insured giving advance notice of such establishment and the Company agreeing in writing for coverage at additional premium and terms and conditions as may be stipulated.

### **2. OTHER INSURANCE OR INDEMNITY**

If at the time of any loss covered by this Policy there shall be any other Insurance covering the same property whether effected by the Insured or not, then the Company shall not be liable for more than its rateable proportion thereof.

### **3. CONDITIONS PRECEDENT TO LIABILITY**

If is a condition precedent to any liability under this policy that the insured shall comply in all material respect with the following:-

#### **1. Premises:**

- a. The insured shall install alarm system at all vulnerable branches. In respect of branches holding Money in excess of Rs. 50 lacs but not exceeding Rs.1 Crore, apart from installing alarm system, the insured Bank should have additional security arrangements to safeguard the property insured against.
- b. In respect of branches holding money in amount exceeding Rs. 1 crore and also in respect of currency chest branches, apart from alarm systems the insured shall make arrangements for every additional security to safeguard the property insured against.

#### **2. Cash In-transit**

- a. For Cash-in-transit exceeding Rs. 10 lacs and but less than Rs. 25 lacs one escort with firearm shall be provided.
- b. For cash-in-transit exceeding Rs. 25 lacs, two guards with fire arms shall escort.
3. A manual of instructions covering the procedure for handling money and/ or securities shall be kept on the premises.
4. Joint custody shall be established and maintained for the safeguarding of-
  - a. Money and/ or securities while in safes or vaults,
  - b. All keys to safes and vaults, and
  - c. Codes, ciphers and test keys.
5. Joint custody means the handling of the above in the presence of or under the observation of at least one other person, such person being equally accountable for the physical protection and safeguarding of the various security items including money and locks. Combinations of vaults and safes must be so arranged that no one person can open them alone.
6. Dual control shall be established and maintained for the handling of
  - a. All types of securities, negotiable and non-negotiable instruments and unissued and blank forms of said items.
  - b. The reserve supply, of official cheques, drafts and un-issued traveler's cheques.
  - c. Dormant accounts of depositors and
  - d. Codes, ciphers and test keys

(Dual Control means the work of one person in processing transactions being verified by a second person and both sharing the accountability)
7. There should be joint rotation for employees handling money and/ or securities.
8. In addition to the normal audit of books of accounts of the business by the Insured's statutory auditor there shall be a review of internal controls at least once in two financial years at all premises.
9. Premises include Insured's computer centers and facilities at which the business is carried on and shall retain the cards relating to such review.

#### **4. CLAIMS PROCEDURE**

The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy:-

1. Lodge forthwith a complaint with the Police and take all practicable steps to recover the property lost & to apprehend the guilty person and take appropriate Departmental action against him.
2. Give immediate notice thereof to the Company and shall as soon as possible thereafter furnish to the Company at the Insured's own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.

## **5. FRAUD**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.

## **6. SALVAGE & RECOVERY:**

In the case of recovery after payment of any loss covered under this policy, the amount recovered, after deducting the actual cost of obtaining or making such recovery but excluding the Insured's own labor or establishment costs, shall be applied in the following order: -

1. To reimburse the Insured in full for the part, if any of such loss which exceeds the amount of loss paid under this Policy (disregarding the amount of any excess or deductible applicable).
2. The balance, if any, or the entire net recovery if no part of such loss exceeds the amount of coverage available under this policy, to reduction of that part of such loss covered by this Policy, or if payment thereof shall have been made, to the reimbursement of the Company.
3. Finally, to that part of such loss sustained by the Insured by reason of any excess or deductible Clause as specified in the schedule or to that part of such loss covered by any Policy (ies) of Insurance of which this Policy is in excess.

## **7. LOST SECURITIES**

In the event of a claim in respect of a loss covered under this Policy of securities, the Insured shall subject to the condition stated below, first attempt to replace the lost securities by use of a letter of indemnity issued by it. In the event that it is unable to replace the lost securities by a letter of indemnity, the Insured shall, subject to the Company's prior consent, secure a lost securities bond for the purpose of obtaining the issuance of duplicate securities.

It is further agreed that the Company will indemnify the Insured for such sum or sums, in excess of the applicable Deductible as stated in the schedule, not exceeding the amount of the Aggregate Limit of Indemnity stated in the schedule, or any applicable sub-limit thereof with respect such loss remaining available for the payment of any such loss at the time of

execution by the Insured of a letter of Indemnity or the securing of the lost securities bond, which the Insured may be required to pay either during the Policy Period or any time thereafter by reason of any indemnifying agreement executed by the Insured or delivered by the Insured to the Company issuing the lost securities bond.

It is further agreed that the Insured shall bear for its own account the cost of obtaining such indemnity agreement or lost securities bond for that portion of the loss which falls within the applicable Deductible as stated in the Schedule or which is in excess of the Aggregate Limit of indemnity remaining available for the payment of said loss or in excess of any applicable sub-limit remaining available for payment of such loss.

The Company shall bear for their own account the cost of obtaining such indemnity agreement or lost securities bond for that loss which would be covered under the Insuring Clauses of the Policy and which exceeds the Deductibles and is within the Aggregate Limit of indemnity or Sub-limit remaining available for the payment of any loss.

#### **8. EXCLUSIVE POLICY BENEFIT**

It is agreed that the Insurance granted herein shall be for the exclusive benefit only of the first named Insured herein, and that in no event shall anyone other than said Insured have any right of action under this Policy.

In the event of a claim involving more than one named Assured, it is agreed that not more than one of said name Assureds shall have a right to benefit hereunder on behalf of all Assureds involved in such claim.

## **PART III OF SCHEDULE**

### **Standard Terms and Conditions**

#### **1. Incontestability and Duty of Disclosure**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

#### **2. Reasonable Care**

The Insured shall take all reasonable steps to safeguard the property insured against any accident loss or damage and to secure all doors, windows and other openings and all sages, strong room etc.

#### **3. Observance of terms and conditions**

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

#### **4. Material change**

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

#### **5. Records to be maintained**

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.



## **6. No constructive Notice**

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

## **7. Notice of charge etc.**

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.

## **8. Special Provisions**

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

## **9. Overriding effect of Part II of the Schedule**

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

## **10. Electronic Transactions**

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Bank Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

## **11. Duties of the Insured on occurrence of loss**

On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:

- (i) Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' clause as provided in Part II of the Schedule.
- (ii) Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.
- (iii) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company On Happening Of Loss Or Damage' Clause as provided in this Part.
- (iv) Not abandon the Insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

## **12. Rights of the Company on happening of loss or damage**

On the happening of loss or damage, or circumstances that have given rise to a claim under this Policy, the Company may:

- (i) enter and/or take possession of the Insured property, where the loss or damage has happened
- (ii) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- (iii) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same; and,
- (iv) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

## **13. Right to inspect**

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

#### **14. Position after a claim**

The Insured shall not be entitled to abandon any Insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.

#### **15. Subrogation**

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organization, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

#### **16. Contribution**

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

#### **17. Fraudulent claims**

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

#### **18. Cancellation/termination**

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in

which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales provided there is no claim under the Policy during the period of insurance.

<b>Short Period Scale</b>	
<b>Days up to</b>	<b>Percentage</b>
7	10%
30	25%
60	35%
90	50%
120	60%
180	75%
240	85%
Exceeding 240	100%

#### **19. Cause of Action/ Currency for payments**

No Claims shall be payable under this Policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this Policy. All claims shall be payable in India in Indian Rupees only.

#### **20. Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

#### **21. Arbitration clause**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

## **22. Renewal notice**

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

## **23. Notices**

Any notice, direction or instruction given under this Insured shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule

In case of the Company:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House, 414, Veer Savarkar Marg,

Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400025

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

## **24. Customer Service**

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

## **25. Grievances**

For resolution of any query or grievance, Insured may contact the respective branch office of the company or may call toll free no. 1800-2666 or may approach us at the sub section "Grievance Redressal" on our website [www.icicilombard.com](http://www.icicilombard.com) (Customer Support section) However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority (IRDA) through the Integrated Grievance Management Section (IGMS) or IRDA Grievance Call Centre (IGCC) at their toll free no 155255.