

COMMERCIAL CRIME INSURANCE

POLICY WORDING

PREAMBLE

In consideration of the payment of the Premium, and subject to the Schedule, any endorsements, terms and conditions and all the provisions of the Policy, and in reliance upon the disclosures made in the Proposal form including attachments thereto, the Insurer hereby agrees to indemnify the Insured as follows:

SECTION 1: INSURING CLAUSES

The cover under Section 1 is provided solely with respect to Loss sustained prior to the Expiry Date; and first Discovered during the Policy Period or any applicable Extended Discovery Period; and notified to the Insurer in accordance with the requirements of the Policy.

1.1 Employee Fidelity

The Insurer shall pay for Loss sustained by the Insured directly resulting from any dishonest, fraudulent, criminal or malicious act of any Employee, whether committed alone or in collusion with others, with the intent of causing the Insured to sustain such Loss or obtaining an improper financial gain for themselves or any other person or any organisation.

1.2 Loss from Premises

The Insurer shall pay for Loss sustained by the Insured directly resulting from:

- (a) Theft, destruction, disappearance, wrongful abstraction of Money, Securities or Property belonging to the Insured from their premises;
- (b) Physical damage to or destruction to any contents, fixtures and fittings in the Premises; or
- (c) Theft or destruction of Money, Securities or Property from a Safe located in the premises of the Insured.

1.3 Loss in Transit

The Insurer shall pay for Loss sustained by the Insured directly resulting from Theft of Money, Securities or Property belonging to the Insured whilst in Transit.

1.4 Forgery and Securities Fraud (Depositors Forgery Cover)

The Insurer shall be liable for direct losses caused by forgery or alteration of, on or in any cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in Money, made or drawn by, or drawn upon the Insured, or made or drawn by one acting as agent of the Insured, or purporting to have been made or drawn as set forth above, including:

- (A) any cheque or draft made or drawn in the name of the Insured gets altered in the name of the fictitious payee;
- (B) any cheque or draft procured in a face to face transaction with the Insured or with one acting as agent of the Insured by anyone impersonating another and made or drawn payable to the one impersonated and endorsed by anyone other than the one impersonated; and
- (c) any payroll cheque, payroll draft or payroll order made or drawn by the Insured payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority of the payee.

For purposes of this Insuring Clause mechanically reproduced facsimile signatures shall be treated the same as handwritten signatures.

1.5 Counterfeit Currency

The Insurer shall pay for Loss sustained by the Insured directly resulting from the receipt of counterfeit currency from a Third Party

by the Insured in good faith and in the ordinary course of business.

1.6 Electronic Fraud

The Insurer shall pay for Loss sustained by the Insured directly resulting from Theft by a Third Party of Money or Securities held by an Insured committed by the Third Party's unauthorised access to the Computer System of the Insured.

SECTION 2: EXTENSIONS

The cover under Section 2 is provided as inbuilt coverage solely with respect to Loss sustained prior to the Expiry Date; and first Discovered during the Policy Period or any applicable Extended Discovery Period; and notified to the Insurer in accordance with the requirements of the Policy.

2.1. Recovery Costs

The Insurer shall pay for, or on behalf of, the Insured, Recovery Costs directly resulting from a Loss covered under the Policy.

2.2. Computer System Reinstatement Costs

The Insurer shall pay for, or on behalf of, the Insured, Computer System Reinstatement Costs directly resulting from Loss covered under Insuring Clause 1.1 – Employee Fidelity or 1.6 – Electronic Fraud.

2.3. Fine, Penalties or Damages

Loss covered under Section 1 shall be deemed to include the amount of any fine, penalty or damages for which the insured is legally liable, except direct compensatory damages if covered under extension 2.4.

2.4. Care, Custody and Control

The Insurer shall pay for, or on behalf of, the Insured, Loss resulting directly from Theft of Money, Securities or Property belonging to a Third Party which is in the care, custody and control of the Insured at the time the Loss is sustained and for which the Insured is held legally liable.

2.5. Legal Fees

The Insurer shall pay for, or on behalf of, the Insured, reasonable legal fees and expenses incurred by the Insured in defence of any demand, claim, suit or legal proceeding directly resulting from a Loss covered under the Policy.

2.6. Automatic Cover for New Subsidiaries

If, during the Policy Period, the Insured acquires voting rights in another entity or creates another entity which as a result of such acquisition or creation becomes a Subsidiary, then, subject to the provisions of the Policy including the provisions of this Extension, such entity and its Insured shall be covered under the Policy solely for Loss sustained after such acquisition or creation.

If the total gross annual revenue of the entity at the date of acquisition or creation does not exceed fifteen per cent (15%) of the total gross annual revenue of the Insured stated in the annual report preceding the Inception Date, cover shall be provided until the Expiry Date.

Coverage otherwise afforded under this Extension for such acquisition or creation shall terminate ninety (90) days after the effective date of such acquisition or creation, or at the Expiry Date, whichever is earlier, unless the Insured agrees to and pays any additional premium and agrees to any additional terms and conditions of the Policy as determined by the Insurer.

2.7. Run off Cover for Prior Subsidiaries

If, during the Policy Period, a Subsidiary cease to be a Subsidiary of the Insured, then coverage under the Policy shall continue to apply in full force and effect until the Expiry Date or the end of any applicable Extended Discovery Period with respect to Loss which was sustained, or allegedly sustained, whilst the Entity was a Subsidiary

and before it ceased to be a Subsidiary.

2.8. Extended Discovery Period

In the event this Policy is neither renewed nor replaced with another Commercial Crime insurance policy, the Insured shall be automatically be entitled to a Discovery Period of 90 days.

Insured may notify a claim for Loss or claim for any other amount covered under the Policy during the Policy Period or within ninety (90) days after the Expiry Date; provided that the Loss was first Discovered before the Expiry Date.

Insured upon payment of the additional premium amount described in the schedule, to an Extended Discovery Period. This extension is subject to the Insured making a request for such extension of Discovery Period in writing and paying any additional premium required, no later than Thirty (30) days after the expiry of the Insurance Period.

2.9. Public Relations and Reputation Costs

The Insurer shall pay for, or on behalf of, the Insured, Public Relations and Reputation Protection Expenses incurred in respect of a Loss covered under the Policy.

2.10. Investigative Specialist Costs

The Insurer shall pay for, or on behalf of, the Insured, the costs and expenses of an Investigative Specialist to investigate and report on covered or potentially covered Loss. The Insurer shall not be bound by the findings of any such report.

SECTION 3: DEFINITIONS

3.1 Any other person means any natural person other than a director, partner, trustee or employee of the Insured and who does not have and does not provide product or services to the Insured under any contract for services written or implied with the Insured and is not in collusion with any employee.

3.2 Cash and Valuables means any of the following in physical form:

- i. currency, coins and banknotes, bullion, precious metals of all kinds and in whatsoever form and articles made there from, jewellery, gems (including uncut gemstones), precious and semi-precious stones, stamps, postal orders;
- ii. cheques, drafts, bills of exchange drawn on a Financial Institution directing it to pay a specific sum of money;
- iii. promissory notes or similar written promises; and
- iv. Securities.

3.3 Cheque means a bill of exchange, drawn on a financial institution on behalf of the Insured, directing it to pay the sum specified on demand.

3.4 Computer Systems means computer hardware, software, firmware, and the Electronic Data stored thereon, as well as all associated input, output, processing, storage devices and communication facilities including related communication or open systems networks connected to such devices or facilities which are;

- (a) operated by and either owned by or leased to the Insured; or
- (b) Outsourced and operated by a Third Party service provider for the purpose of providing hosted computer application services to the Insured for processing, maintaining, hosting or storing the Electronic Data.

3.5 Computer Systems Reinstatement Cost means the costs incurred by the Insured to reinstate, reproduce or recover Electronic Data, Software Programs or Computer Systems.

3.6 Counterfeit means the imitation of any authentic Security by an unauthorised Third Party such that an Employee is deceived on the basis of the quality of the imitation to believe that it is the genuine Security.

3.7 Discovered or Discovery means the moment in time when the chief executive officer, chief financial officer, general counsel, risk manager, human resources manager or any equivalent executive of any Insured becomes aware of a Loss of a type covered under the Policy, even if the exact amount or details of Loss may not then be known.

3.8 Electronic Data means facts or information which has been converted to a form, including a code, usable in a Computer System.

3.9 Employee means any natural person, other than a director or partner who is employed under a contract of service or apprenticeship with the Insured and includes full-time, part-time, seasonal and temporary employees and agency staff under the direction and control of the Insured.

3.10 Extended Discovery Period means the period of maximum twelve (12) months following the Policy Period during which the Insured may give notice of Discovery of a Loss sustained prior to the Expiry Date.

3.11 Financial Institution means any bank including merchant, mortgage and interment banks, credit unions, finance companies, insurance or reinsurance companies, stockbrokers, investment trusts, asset management companies, fund managers or agents, savings and loan associations or any other entity recognised carrying on commodities, futures or foreign exchange trading or any other similar entity.

3.12 Financial Interest means the direct or indirect financial interest of the Insured in an Insured.

3.13 Fraud means any:

- (i) Forgery of Cash and Valuables
- (ii) only where committed by Employees, Fraud means any dishonest, fraudulent or malicious acts punishable under the criminal laws of the country where this act was committed, whether committed alone or in collusion with others, with the intention to cause a Loss to the Insured and/or to obtain an improper financial gain for the Employee and/or any Third-Party intended by the Employee to receive that benefit.
- (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 Forgery 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. This cover is sub limited to the amount as mentioned in Policy Schedule.

Benefits earned in the usual course of employment including salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions shall not constitute improper financial gain.

3.14 Fraudulent Alteration means a material alteration of a Cheque or Securities by any unauthorised Third Party with the intent to commit a fraudulent act.

3.15 Insured means the Policyholder, or any Subsidiary or Superannuation Fund or Employee Welfare Fund at the inception date.

3.16 Insurer means SBI General Insurance Co Ltd

3.17 Investigative Specialist means a person or entity with appropriate qualifications and experience appointed by the Insurer to investigate and report on the circumstances of any covered or potentially covered Loss or any other matter covered under the Policy.

3.18 Loss means direct financial Loss sustained by the Insured as a result of any single act, single omission or single event, or a series of related or continuous acts or events.

All Loss resulting from any unlawful, dishonest, fraudulent, criminal or malicious acts or events involving the same person, whether an

Employee or not, or any series of connected, repeated or interrelated acts or events shall be treated as one event and one Loss.

3.19 Money means authentic currency, coins, bank notes or bullion

3.20 Non-Admitted Jurisdiction means any jurisdiction that does not permit the Insured to be covered by the Policy because the Insurer is not registered or authorised as an insurer to do so in that jurisdiction.

3.21 Office and Contents Loss or Damage means Loss or damage to the Premises, furnishings, fixtures, equipment, stationery, supplies and safes or vaults owned by the Insured caused by any Theft.

3.22 Outsourced means the retention of a person or organization, which was vetted by the Insured and considered capable of providing professional services to assist the Insured and does so pursuant to a written contract.

3.23 Policy means the Schedule, Insuring Clauses, Extensions, Conditions, Definitions, Exclusions, Endorsements and any other terms contained or incorporated herein. Policy does not include any Section, Optional Extension or any Endorsement that has not been endorsed on the Policy or any other part of the Policy that has not been purchased by the Insured.

3.24 Policy Period means the period from the Inception Date to the Expiry Date or to any earlier cancellation of cover.

3.25 Premises means the interior portion of a building occupied by the Insured in conducting its business.

3.26 Premium means the amount of money that the Insured must pay the Insurer for the Policy. The Premium shall include any premium adjustments required to be paid to the Insurer.

3.27 Property means any tangible asset (including machinery, physical vaults, safes, lockers, equipment, inventory, computers and data storage media) but only to the extent that it has an intrinsic value; which is in the Premises of the Insured.

Property does not include Cash & Valuables and Premises, offices or real estate of the Insured

3.28 Property Loss means any physical damage to or destruction or physical loss of Property but not loss of Property due to Fraud and/or Forgery; or any loss arising thereof.

3.29 Proposal means any proposal form completed and signed for the Policy or for any other policy issued by the Insurer for which the Policy is a replacement or renewal (including any attachments thereto) and any information and statements or materials requested by the Insurer or supplied to the Insurer by or on behalf of the Insured included therewith or incorporated therein.

3.30 Public Relations and Reputation Expenses means the fees and related expenses of a public relations firm or consultant, crisis management firm or law firm which the Insured may engage in order:

- a) to prevent or limit adverse effects of any negative publicity which has arisen from any Loss; or
- b) to disseminate the findings of a final adjudication in favour of the Insured arising from a Loss in which there has been negative publicity.

3.31 Recovery Costs means the legal fees and expenses incurred by the Insured in assessing and pursuing a recovery of a Loss covered under the Policy (subject to written consent and prior approval of the Insurer).

3.32 Retroactive Date means the date specified as such in Item 5 of the Schedule.

3.33 Safe means any locked safe or vault located within the Premises.

3.34 Schedule means the Schedule attached to the Policy document which includes but not limiting to details regarding the premium amount, insured details, Policy period, Deductible and Limit of liability.

3.35 Securities means 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.

3.36 Independent Expert means a third party expert who is a subject matter expert having domain knowledge with at least 5 years of experience generally advising or determining fair and proper allocation [between covered matters and not-covered matters] or in the absence of agreement, to be appointed by the Insurer.

3.37 Software Program means a set of related electronic instructions usable in a Computer System to act upon Electronic Data.

3.38 Subsidiary means any entity in which the Insured, on or before the Inception Date, either directly or indirectly through one or more of its other Subsidiaries:

- (a) has control of the composition of the board of directors;
- (b) has control of more than half of the shareholder or equity voting power;
- (c) holds more than half of the issued share capital or equity; or
- (d) exercises effective control of management, including of any joint venture.

3.39 Superannuation and Employee Fund means any superannuation fund, employee benefit scheme, share option plan, charitable fund or canteen established for the benefit of Employees or their beneficiaries whilst it is maintained by the Insured.

3.40 Theft means the felonious taking and removing of someone's Property or Cash & Valuables out of the possession of and with intent to deprive the rightful owner of it without his consent.

3.41 Third Party means any natural person other than an Employee, director, partner, broker, merchant, legal consultant or accountant of the Insured.

3.42 Trading means dealing in shares, futures, options, currencies or commodities or similar instruments traded through a stock exchange or similar trading facility.

3.43 Transit means the carriage of the Money, Securities or Property from outside the Premises to a designated place by an Employee, or any other person expressly authorised by the Insured.

Transit shall be deemed to begin immediately upon receipt of the carriage by the transporting persons and ceases immediately upon delivery to the designated recipient or its agent.

SECTION 4: EXCLUSIONS

No cover shall be provided under the Policy for, arising out of, or in any way connected with:

4.1 Prior or Pending Matters

- (a) Loss Discovered prior to the Inception Date; or
- (b) Loss resulting from any act or event or series of acts, errors or omissions committed, or alleged to have been committed, prior to the Retroactive Date.

4.2 Directors or Partners or Trustees

Any Loss resulting directly or indirectly from any act, omissions or series of acts or omissions of any director, partner, trustee or in any fiduciary capacity of the Insured, whether acting alone or in collusion with others, unless such director or partner or trustee is deemed to have committed such an act or omission as an Employee under Definition 3.9.

4.3 Consequential Loss

Indirect or consequential loss of any kind except as provided for under Section 2 – Extensions or Section 3 – Optional Extensions.

Indirect or consequential loss includes but is not limited to salaries,

wages, allowances, travel or accommodation expenses of any Employee, loss or diminution in profit or income, cost of overheads or administrative costs of the Insured of any kind.

4.4 Fines, penalties or damages

Any Loss arising out of or connected directly or indirectly with Fines, penalties or damages of any type for which the Insured is legally liable except as provided under clause 2.3 to the extent insurable by law.

4.5 Negligent Acts or Omissions

Any Loss arising out of or connected directly or indirectly or due to any negligent act, error or omissions or series of acts or omissions on the part of the Insured or its Employees is not covered under this Policy.

4.6 Personal Control

Loss resulting from any dishonest, fraudulent, criminal or malicious act of any person or an entity who controls more than five per cent (5%) of the voting share capital of the Insured at the time of committing any such act.

4.7 Known Dishonesty or Event

Known Loss after it has been Discovered.

4.8 Loss Sustained after Knowledge

Loss caused from the time the Insured or any of the Insured's Employees (including any director or partner) or any other individual or organisation 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, theft or any fraudulent act:

- (a) whilst such Employee is in the Insured's service
- (b) prior to an Employee being employed by any Insured, provided the act or acts involved money, securities or other property.

4.9 Non Payment of Debt

Loss resulting from the non-payment of any debt or any obligation.

4.10 Certain Documents

Loss resulting from any items which are or purport to be travellers cheques, letters of credit, bills of lading, shipping documents, warehouse receipts, trust receipts, accounts receivable, or any other bill, document or receipt similar in nature or effect or serving a similar purpose, except to the extent that such Loss is covered by Insuring Clause 1.1 – Employee Fidelity.

4.11 Confidential Information

Loss resulting from the misuse of any confidential information, including but not limited to trade secrets, computer programs, customer information, patents, trademarks, copyrights or processing methods, except to the extent that any such confidential information is used to support or facilitate the commission of an act causing a Loss covered under the Policy.

4.12 Extortion or Kidnap and Ransom

Loss resulting from extortion, kidnap and ransom.

4.13 Trading

Loss resulting from Trading unless the Insured establishes proof that the Loss directly results from the dishonest, fraudulent, criminal or malicious act of an Employee, whether committed alone or in collusion with others with the intention to make an improper financial gain for themselves, or any other person or organisation.

Improper financial gain does not include salaries, wages, allowances, fees, commissions, awards, bonuses or other similar remuneration.

4.14 Authorized Access to Computer System

Loss resulting from:

- (a) the fraudulent or malicious input of Electronic Data into the Computer System of the Insured; or

(b) fraudulent or malicious modification, corruption, deletion or destruction of Electronic Data or Software Programs within the Insured Computer System of the Insured, by any person who had authorised access to the Computer System, unless such person:

- a) improperly obtained access beyond the level for which they had been authorised;
- b) used such access for purposes other than those for which they were authorised; or
- c) to the extent such Loss is covered under Clause 1.1 - Employee Fidelity.

4.15 Software and Hardware Defects

Loss resulting from any failure, faulty construction, error in design, latent defect, electrical disturbance, breakdown, malfunction or errors in processing or programming within a Software Program or within the Computer System of the Insured.

4.16 Certain Money, Securities or Property

Loss of or damage to any Money, Securities or Property;

- (a) by reason of wear, tear, gradual deterioration, moth or vermin, or
- (b) whilst in the custody of any postal service.

4.17 Uninsurable Amounts

Amounts which are uninsurable at law.

4.18 War and Terrorism

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, martial law, riot, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the power of any government or public local authority; or
- (b) any actual or threatened act of terrorism including but not limited to the use of force or violence or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear or any action taken to control, prevent or suppress any act of terrorism.

4.19 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 Section 1.1; or
- (ii) is as a result of a fraudulent act committed by any other person

4.20 Radioactive Contamination

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste from the combustion of nuclear fuel or other material whether occurring naturally or otherwise;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof; or
- (c) the storage, transport, assembly, disassembly, maintenance or operation of any nuclear weapon or nuclear component thereof.

SECTION 5: CLAIMS CONDITIONS

5.1 Reporting and Notice

As soon as reasonably practicable during the Policy Period or any applicable Extended Discovery Period, and in no event later than sixty (60) days after Loss is first Discovered, the Insured shall give written notice to the Insurer of any Loss. Such notice shall be provided irrespective of whether or not any potential or actual amount payable under the Policy may fall within the Retention.

Notice of any claim for any other amount covered under the Policy must be given as soon as reasonably practicable during the Policy Period or any applicable Extended Discovery Period.

All such notices shall include, but not be limited to, the following:

- (a) a detailed description of the subject matter giving rise to the claim for Loss or any other amount covered under the Policy;
- (b) the nature of the alleged Loss;
- (c) the manner in which the Insured first became aware of the matters giving rise to the notification including the date of Discovery; and
- (d) a copy of any other insurance Policy that may be applicable.

Notice and all information shall be sent in writing to:

SBI General Insurance Co Ltd
 3rd & 4th Floor, Lotus Park, Plot No 18-19,
 Road No. 16, Wagle Industrial Estate, Thane – 400604

Also, you may notify the claim using one of the following communication channels:

- Toll Free No. 1800 22 1111 / 1800 102 1111
- Email notification to email address – customer.care@sbigeneral.in

The Insured shall keep the Insurer fully informed as regards all developments relating to such Loss or claim for any other amount covered under the Policy as soon as reasonably practicable.

5.2 Defence and Settlement

The Insured agrees not to settle any claim, incur any costs or expenses, make any admission, offer or pay or otherwise assume any contractual obligation with respect to any claim without the Insurer's prior written consent, such consent not to be unreasonably withheld or delayed. The Insurer will not be liable for any claim, settlement, costs and expenses, admission, offer or payment, assumed obligation or claim for any other matter covered under the Policy to which it has not consented. The Insurer shall be entitled to associate with any Insured in the defence and negotiation of any settlement of any claim.

The Insured shall have the obligation to defend and contest any claim made against them.

The Insured agrees to and shall render all reasonable assistance to and fully co-operate with the Insurer in the investigation, defence, settlement, or appeal of a Loss, circumstance, or claim for any other amount covered under the Policy, and provide the Insurer with all relevant information pertaining to those matters as the Insurer may reasonably require. In the event of any Loss, the Insured shall take reasonable steps to minimise or reduce any Loss.

5.3 Allocation

If a Loss, claim or any other matter is partially covered under the Policy, the Insured and the Insurer shall use their best efforts to agree upon a fair and proper allocation between such covered matters and not-covered matters based upon the relative legal and financial exposures and the relative benefits obtained by the parties.

If the Insurer and the Insured cannot agree on allocation within thirty

(30) days of any allocation issue first notified in writing to the Insured by the Insurer, they agree to refer the determination to an Independent Expert. The Independent Expert is to determine the fair and proper allocation as an expert and not as an arbitrator. The Insured and the Insurer shall be entitled to make written submissions to Independent Expert. The Independent Expert is to take account of the parties' submissions, but the Independent Expert is not to be confined by such submissions and is to determine the fair and proper allocation in accordance with their own judgment and opinion. The Independent Expert's expenses in providing such determination will be paid by the Insurer and any such payments will not erode the Limit of Liability.

Whilst a dispute as to allocation of any matter claimed under the Policy remains unresolved, the Insurer shall advance such amounts it considers to be a fair and proper allocation. The allocation finally agreed or determined shall be applied retrospectively to any amounts incurred or paid.

5.4 Recovery Costs

The Insurer shall determine the reasonableness of the Recovery Costs incurred by the Insured and in doing so shall be entitled to take into account all of the circumstances concerning the potential recovery action including but not limited to the:

- (a) amount of Recovery Costs incurred or to be incurred as compared to the amount of covered or potentially covered Loss; and
- (b) prospects of achieving a recovery of covered or potentially covered Loss.

The Insurer may refuse to pay Recovery Costs if the Insurer determines that the Recovery Costs incurred or to be incurred are unreasonable.

The Insurer in its discretion may take over the conduct of any recovery action at any time.

SECTION 6: GENERAL CONDITIONS

6.1 Limit of Liability

The Insurer's maximum liability under the Policy for any one Loss will not exceed the Limit of Liability. Further, costs and expenses and any cover granted under any Insuring Clause, Extension, Optional Extension or Endorsement are subject to the Limit of Liability or Sub-limit of Liability. Such amounts will form part of and do not increase the Limit of Liability unless otherwise specifically stated in the Policy.

6.2 Retentions

The Insurer shall only be liable for any amount covered under the Policy in excess of the applicable Retention. The Retention shall remain uninsured.

If different parts of a Loss, or any other amounts covered under the Policy, are subject to different Retentions, the applicable Retentions will be applied separately to each part of such Losses for other amounts covered under the Policy but the sum of such Retentions shall not exceed the largest applicable Retention.

6.3 Reasonable Care

The Insured shall exercise reasonable care that only competent Employees are employed and shall take all reasonable steps to prevent Loss and to comply with all statutory or other obligations and regulations imposed by any authority and shall maintain the Premises and all ways, works, machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

6.4 Other Insurance

The insurance provided by the Policy is excess over any other valid and collectible insurance, including any Crime policy, unless such other insurance is specifically written as excess insurance over the Limit of Liability provided by the Policy. The Policy shall specifically be excess of any other valid and collectible insurance pursuant to which any other insurer may be obligated to pay.

6.5 Subrogation

In the event of any payment under the Policy, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery.

The Insured must not do anything to prejudice the position of the Insurer in its actual or potential rights of recovery against another party.

Payment for Loss of Money or Securities claimed under the Policy shall only be made provided such amounts cannot be recovered from a Financial Institution after reasonable efforts have been made by the Insured.

6.6 Recoveries

Any amounts recovered by the Insurer or the Insured in connection with a payment under the Policy will be distributed in order of priority as follows:

- (a) firstly, in satisfaction of reasonable legal costs incurred in effecting a recovery, regardless of whether the Insurer or Insured incurred such recovery costs;
- (b) secondly, to the Insured for sums exceeding the Limit of Liability, to the extent that such sums would have otherwise been covered under the Policy;
- (c) thirdly, to the Insurer for all amounts paid by the Insurer under the Policy;
- (d) fourthly, to the Insured in satisfaction of the applicable Retention; and
- (e) lastly, to the Insured for any amounts in excess of the total amount paid by the Insurer under the Policy.

6.7 Alteration to Risk

The Insured shall give to the Insurer written notice as soon as practicable of any material alteration to the risk during the Policy Period including but not limited to:

- (a) the Insured being unable to pay its debts as and when they fall due; and
- (b) the Insured acquiring another organisation or being acquired by another organisation.

In the event of material alteration to the risk during the Policy Period the Insurer reserves the right to impose additional terms and conditions and to charge an additional premium.

6.8 Joint Insureds

Where the Insured comprises more than one party, information supplied to the Insurer shall be deemed to have been furnished by and on behalf of all such parties and any information supplied to the Insurer or any omission or non-disclosure in relation to any renewal or extension hereof, shall likewise be deemed to have been furnished, omitted or withheld on behalf of all such parties.

6.9 Jurisdictional Cover

The coverage provided under the Policy shall extend to any Loss brought in a court of law in the countries stated under Jurisdictional Cover and any Loss or Losses arising out of the enforcement of any judgment, order or award obtained within or determined pursuant to the laws of the countries stated under Jurisdictional Cover.

Notwithstanding anything to the contrary in the Policy, no cover shall be provided where to do so would constitute a breach by the Insurer

of any applicable economic, trade or other sanction or law applicable to the Insurer including pursuant to the laws or regulations of India, the European Union, United Kingdom, or the United States or a resolution of the United Nations and the Insurer shall have no liability to the Insured to the extent that to do so would be in breach of the foregoing.

6.10 Other Currency

In the event that a Loss is suffered in a currency other than the currency stated in the Schedule, the rate of exchange applicable thereto for the purposes of determining the valuation of Loss shall be the closing average rate on Discovery (or if Discovered during a weekend or national holiday, on the next business day thereafter).

6.11 Third Party Interests

No rights or interest with respect to the Policy can be assigned without the Insurer's prior written consent. The Policy is not intended to confer rights to any person or entity not a party to the Policy.

6.12 Authorization

By acceptance of the Policy, the Insured agrees to act on behalf of each and every Subsidiary with respect to any matters pertaining to the Policy, including but not limited to the giving of notice of a Loss, the giving and receiving of notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under the Policy, and the negotiation, agreement to and acceptance of any endorsements issued to form part of the Policy and the exercising or declining of any rights to any applicable Extended Discovery Period and each of the other Subsidiary agree that the Insured shall so act on their behalf.

This Condition shall not limit the ability of any other Insured to provide notice of Loss.

6.13 Cancellation

This policy may be cancelled as follows:

6.13.1 Cancellation by the insured

Retention of premium shall be at Short Period Scale for the period the policy has been in force, subject to the retention of minimum premium.

During the currency, if a policy is replaced by a new annual policy with the Insurer covering the identical property, a refund of premium can be allowed on pro-rata basis at the original rates for the Limit of Liability replaced.

For the Limit of Liability not replaced, refund must be calculated after charging premium at short period scale on such sum for the time the insurance has been in force subject to retention of the minimum premium.

In case of short period policies, premium shall be retained at the applicable short period scale.

Policy period	Required % of Annual Premium
Not exceeding 1 week	10%
Not exceeding 1 month	25%
Not exceeding 2 months	35%
Not exceeding 3 months	50%
Not exceeding 4 months	60%
Not exceeding 6 months	75%
Not exceeding 8 months	85%
Exceeding 8 months	Full Annual Premium

6.13.2 Cancellation by insurer

In the event of cancellation of the Policy by the Insurer for any reason not attributable to the Insured, the Insurer will refund the premium on pro-rata basis for the unexpired term.

6.14 Changes in Risk during Policy Period

- (a) 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.
- (b) For the purpose of this General Condition changes in risk mean:
- the liquidation of the Insured, or the appointment of a receiver, liquidator, manager or administrator in respect of the Insured; or
 - the consolidation or merger of the Insured with another business entity, or upon any purchase, assignment, transfer, pledge or sale of assets or shares occasioning any change in control of the Insured; or
 - knowledge that an act of fraud or dishonesty or criminal damage has been committed by any Employee of the Insured or any director, partner, officer, departmental director, senior manager or equivalent as set out under Exclusion 4.5; or
 - a fraudulent act, any act of theft or criminal damage committed by any other person as set out under Exclusion 4.5.

6.15 Governing Law

The construction, interpretation and meaning of the provisions of the Policy shall be determined in accordance with the laws of India in which the Policy is issued. The courts of India have exclusive jurisdiction in any dispute about or in connection with this Policy.

6.16 Policy Construction and Interpretation

The headings in the Policy are included for descriptive purposes only and do not form part of the Policy for the purpose of its construction or interpretation.

Under the Policy, where appropriate, the masculine includes the feminine, and the singular includes the plural and vice versa. For the meaning of any words in bold refer to the Schedule or to Section 7 – Definitions.

6.17 Electronic Communications

The Insurer may issue notices to the Insured which are required to be given by post or electronic mail at the address or to the email address stated in the Schedule

6.18 Confidentiality

The existence and terms of the Policy are confidential as between the Insured and the Insurer and shall not be disclosed by the Insured to any person except:

- to professional advisers including legal advisers and accountants;
- as required by law or in accordance with an order of a court;
- with the written consent of the Insurer.

6.19 Basis of Valuation

In no event shall the Insurer be liable for more than:

- the actual market value, published by the Reserve Bank of India 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;
- 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;
- the cost of labour for the actual transcription or copying of electronic data furnished by the Insured, in order to reproduce

such electronic data;

- 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.
- the Rupee value of a foreign currency based on the cash rate of exchange published by the Reserve Bank of India on the day any loss involving foreign currency is discovered.

6.20 Arbitration

- 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 hereto 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 and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996, as amended from time to time. The seat and venue of the arbitration proceedings shall be at Mumbai, India. The arbitral proceedings shall be conducted in English language. Arbitral tribunal shall give a detailed and a reasoned award and the decision of majority of the Arbitrators shall be final and binding and there shall be no appeal therefrom unless otherwise set out under the Arbitration and Conciliation Act, 1996, as amended from time to time.
- Each Party shall bear their respective costs and expenses of the arbitration proceedings including the costs of the attorneys, unless otherwise awarded by the arbitral tribunal in favour an opposite party. However, each Party shall bear the costs of fees of the arbitrators, venue, travel and other miscellaneous expenses in relation to the conduct of the arbitration proceedings in equal proportion.
- It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as herein before provided, if the Insurer 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 and that the Indian Courts shall have sole and exclusive jurisdiction over any such action or suit.

6.21 Fraudulent/willful act or misrepresentation of facts

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 or if any Loss or Damage be occasioned by the willful act or with the connivance of the Insured to obtain any benefit under this Policy.

6.22 Conditions Precedent to Liability of the Company

It is hereby understood and agreed that this insurance shall not apply to and does not cover any liability, whatsoever for any claim in respect of Loss or Losses directly or indirectly (exclusively or partially) arising out of, resulting from, or in consequence of failure of the Insured to meet the following conditions, these are the conditions precedent to the Company's liability:

- I. Insured has taken required government / regulatory approvals and has followed related rules & regulations;
- II. Insured maintains satisfactory details in respect of record keeping and traceability of the Insured's Product and Insured's Service and provide the same to the Company (as and when required by the Underwriters);
- III. Insured Services and Premises follows necessary regulatory and statutory guidelines as applicable to their business;
- IV. Retroactive coverage is applicable on following conditions being complied with
 - (a) no break/gap in between the insurance periods;
 - (b) no known or reported Losses for last 5 years, unless declared to the Company before inception of Policy and agreed by the Company;
 - (c) the insurance has been claims made since the retroactive date;
 - (d) Retroactive cover is restricted to limit/coverage in place during relevant Policy Period (but retroactive cover not exceeding this Policy coverage);
- V. Insured has to notify in writing to the Company of the claims made against the Insured or any adverse incident that might lead to a claim under this Policy. This notification must be given to the Company within Policy Period or applicable extended reporting period.

6.23 Grievance Redressal Procedure

The Grievance Redressal Cell of SBIG looks into complaints from Insureds. If the Insured has a grievance that the Insured wishes the SBIG to redress, the Insured may approach the person nominated as 'Grievance Redressal Officer' with the details of his grievance.

Name, address, e-mail ID and contact number. of the Grievance Redressal Officer appears in the Policy document as well as on SBIG's website. An acknowledgement will be sent from the Grievance Redressal Cell within 24 hours of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and SBIG's response notified within 15 days of receipt of complaint.

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance.

The contact details of Ombudsman offices attached as Annexure I to this Policy document.

ANNEXURE I - LIST OF OMBUDSMEN OFFICES

Office Details	Jurisdiction of Office
<p>AHMEDABAD – Shri Kuldip Singh 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@ecoi.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu.</p>
<p>BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Sudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in</p>	<p>Karnataka</p>
<p>BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, J anakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in</p>	<p>Madhya Pradesh, Chhattisgarh</p>
<p>BHUBANESHWAR – Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in</p>	<p>Orissa.</p>
<p>CHANDIGARH - Dr. Dinesh Kumar Verma 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@ecoi.co.in</p>	<p>Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.</p>
<p>CHENNAI - Shri M. Vasantha Krishna 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@ecoi.co.in</p>	<p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>
<p>DELHI – Shri Sudhir Krishna 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@ecoi.co.in</p>	<p>Delhi</p>

<p>GUWAHATI - Shri Kiriti .B. Saha 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@ecoi.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD - Shri I. Suresh Babu 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 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry</p>
<p>JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaiur@ecoi.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM - Ms. Poonam Bodra 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@ecoi.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</p>
<p>KOLKATA – Shri P.K. Rath 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@ecoi.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW -Shri Justice Anil Kumar Srivastava 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@ecoi.co.in</p>	<p>Districts of Uttar Pradesh : Laitpur, 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.</p>
<p>MUMBAI - Shri Milind A. Kharat 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@ecoi.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>

<p>NOIDA – Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P 201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, 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.</p>
<p>PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Shri Vinay Sah 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. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>