CORPORATE GUARD –
CRIME MANAGER COMPLETE
UIN:IRDAN108P0011V01200607

POLICY WORDINGS

Tata AIG General Insurance Co. Ltd.
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IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425
In consideration of the payment of the premium the insurer agrees as follows:

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

   (A) fraud or dishonesty committed by any employee (acting alone or in collusion with others); or

   (B) a fraudulent act committed by any other person; which is committed with the principal intent to cause the insured to sustain such loss and is first discovered by the insured during the policy period or the discovery period.

2. **Definitions**

   2.1 Any other person means any natural person who:

      (i) is not a director, officer, partner, trustee or employee of any insured; and

      (ii) does not have and does not provide services under any contract for services, written or implied, with any insured; and

      (iii) is not in collusion with any employee.

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

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

   2.3 **Computer or funds transfer fraud** means the theft of the insured's:

      (i) assets under the direct or indirect control of a computer system by manipulation of computer hardware or software programs or systems by any other person who does not have authorised access to such computer system by the insured; or

      (ii) funds from an account maintained by the insured at a financial institution (from which the insured or a person or organisation authorised by the insured may request the transfer, payment or delivery of funds), following fraudulent electronic, telegraphic, tested facsimile, tested telex, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the insured or a person or organisation authorised by the insured to issue such instructions, but which are fraudulently transmitted, issued, or are forged or have been the subject of fraudulent alteration by any other person.

   2.4 **Counterfeit or counterfeiting** means the imitation of an authentic negotiable instrument such that the insured is deceived on the basis of the quality of the imitation to believe that the said item is the authentic original negotiable instrument. Fictitious instruments which merely contain fraudulent misrepresentations of fact and are genuinely signed or endorsed are not counterfeit.

   2.5 **Credit arrangement** means any credit agreement, extension of credit or hire purchase agreement, loan or transaction in the nature of a loan, lease or rental agreement, invoice, account, agreement or other evidence of debt, payments made or withdrawals from any customer’s account involving items which are not finally paid for any reason.

   2.6 **Discovered or discovery** means when any insured or any of the insured’s directors, partners, officers, departmental directors, senior managers, trustees or equivalent of any insured becomes aware of any act or acts which could reasonably be foreseen to give rise to a loss covered by this policy even though the exact amount or details of a loss are not known at the time of discovery. Such discovery shall constitute knowledge possessed or discovery made by every insured.

   2.7 **Discovery period** means the period of time specified in General provision 6.7 immediately following the non renewal or non-replacement of this policy during which written notice may be given to the insurer of any loss first discovered during such period of time in connection with any act committed prior to the end of the policy period and otherwise covered by this policy.

   2.8 **Employee** means any natural person, other than a director or partner, who has entered into or works under a contract of service with any insured and whom such insured compensates by salary, wages and/or commissions and whom the insured has the right to govern and direct in the performance of such service. The term employee shall also mean any:

      (i) director of the insured whilst performing acts coming within the scope of the usual duties of an employee of the insured;

      (ii) part-time or temporary employee performing the duties of an employee under the insured’s supervision;

      (iii) retired employee appointed by the insured under a written contract whom the insured governs and directs in the performance of their service as an employee;

      (iv) student, secondee or volunteer pursuing studies, gaining work experience or performing the duties of an employee under the insured’s supervision;

      (v) ex-employee of the insured, for a period not exceeding 90 days following the formal termination of their employment with the insured (other than where such termination is as a result of an act covered under this policy in accordance with Exclusion 3.8(i));

      (vi) trustee, fiduciary, administrator or officer of any plan;

      (vii) solicitor, other than a sole practitioner, retained by the insured and any employee of such solicitor whilst performing legal services for the insured;

      (viii) person provided to the insured by an employment agency (or similar source) to perform the duties of an employee under the insured’s supervision;

      (ix) person or employee of an organisation to whom or which the insured outsources any normal administrative function;

      (x) employee which the insured is unable to identify by name but whose act or acts have caused a loss covered under this policy, provided that the evidence submitted proves beyond reasonable doubt that the loss was due to the act of such employee.

   Notwithstanding the above the term employee does not mean any person who is or acts on behalf of any external auditor, external accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee, contractor or other similar agent or representative unless specifically agreed by the insurer and endorsed to this policy.

   2.9 **Forgery or forged** means the hand-written signing or endorsing of the name of a genuine person or a copy of the said person’s signature by any other person without authority and with intent to deceive. It does not include the signing in whole or in part of
2.10 **Fraudulent act** means:

(i) the forgery or counterfeiting or fraudulent alteration of any money, securities or instruction upon which the insured has acted or relied and shall include *incoming cheque forgery*; or

(ii) the forgery or fraudulent alteration of any cheque or similar written promise by the insured to pay a verifiable sum representing money drawn upon the insured's account at any bank at which the insured maintain a current or savings account;

(iii) the fraudulent use of any corporate credit, debit or charge card issued to the insured or any employee of the insured for business purposes where such card is forged or is the subject of fraudulent alteration provided that the insured and the employee have complied fully with the provisions, conditions or other terms under which the card was issued and provided the insured was legally liable for such loss;

(iv) *incoming cheque forgery*;

(v) computer or funds transfer fraud.

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

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

(i) any cheque or draft:

(a) drawn upon by any bank; or

(b) drawn upon by any corporation upon itself; or

(ii) any cheque or written order or direction to pay a verifiable sum representing money drawn by any public body upon itself, or any warrant drawn by any public body which the insured shall receive at any of its premises in payment or purported payment for:

(a) tangible property sold and delivered; or

(b) services rendered

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

2.13 **Insured** means the policyholder and any of the policyholder's subsidiary and associated companies and any plan existing at the inception of this policy.

2.14 **Insurer** means Tata AIG General Insurance Company Limited.

2.15 **Investigative Specialist** means any independent investigative specialist listed by endorsement to this policy as provided under Standard Extension TBA.

2.16 **Loss** means the direct financial loss sustained by the insured arising from orin connection with any single act or series of related, continuous or repeated acts (which shall be treated as a single act). Loss shall not include salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits paid by the insured where earned in the normal course of employment.

Loss does not mean any loss resulting from or amounting to:

(i) any dealing or trading in securities, commodities, futures, options, foreign or Federal funds, currencies, foreign exchange and the like unless such loss is covered under Insurance Cover 1 (A) and results in the employee making improper financial gain for themselves or for any other individual or organisation intended by such employee to receive such benefit; or

(ii) any reckless or inadvertent acts; or

(iii) the creation of a liability to a third party other than as provided under Standard Extension 4.1.

2.17 **Management control** means that the policyholder has the right to control the day-to-day management of the relevant entity and sets security and internal control procedures, whether financial or operational.

2.18 **Money** means currency, coins, bank notes and bullion, cheques, travellers cheques, registered cheques, postal orders and money orders.

2.19 **Outsource** means the retention and authorisation by the insured of an aperson or an organisation to perform a normal administrative function on behalf of the insured, provided that:

(i) such function is performed under a written contract; and

(ii) the insured retain the right to audit the performance of such function; and

(iii) the insured can demonstrate that they have vetted the person or organisation for competency, financial stability and honesty prior to the retention and authorisation by the insured of such person or organisation to perform such function.

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

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

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

2.21 **Policyholder** means the organisation specified in Item 1 of the Schedule.

2.22 **Policy period** means the period of time specified in Item 2 of the Schedule or as extended by the insurer.

2.23 **Premises** means the interior portion of any building owned or occupied by the insured and in which they conduct their business.

2.24 **Securities** mean any negotiable and non-negotiable instruments or contracts, including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security, representing either money or property, but does not include money.

2.25 **Subsidiary company** means any company in which the policyholder either directly or indirectly through one or more of its subsidiaries:

(i) controls the composition of the board of directors; or

(ii) controls more than half of the voting power; or

(iii) holds more than half of the issued share capital.

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

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

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

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

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

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

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

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

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

3.8 Loss sustained after knowledge
Loss caused from the time any (a) insured or any of the insured’s directors, partners, trustees, officers, departmental directors, senior managers or equivalent of any insured or (b) any party to whom the insured outsourced shall have knowledge or information that such employee or any other individual or organisation has committed any act or acts of fraud, dishonesty, criminal damage or theft:
(i) whilst such employee is in any insured’s service or during the term of employment with any insured; or
(ii) prior to an employee being employed by any insured.

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

3.10 Non-violent crime
Loss of and/or damage to any money, securities or property without the use of any force and violence other than in respect of:
(i) money and/or securities on the premises or in transit if covered under Standard Extension 4.3; or
(ii) a fraudulent act committed by any other person; or
(iii) loss committed by an employee of the insured and covered under Insurance Cover 1 (A);

3.11 Premises damage
Damage or destruction to any:
(i) premises or building, however caused; or
(ii) contents and fixtures and fittings in the premises unless covered under Optional Extension 5.1.
(iii) safes or vaults unless covered under Standard Extension 4.3(i).

3.12 Prior or subsequent discovery of loss
Loss the insured discovered:
(i) prior to the commencement of the policy period; or
(ii) subsequent to the expiry of the policy period or discovery period.

3.13 Profit, loss or inventory computation
Loss, the proof of which is dependent solely upon a:
(i) profit and loss computation or comparison; or
(ii) comparison of inventory records with an actual physical count.

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

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

3.15 Radioactivity and nuclear
Loss, expense, liability or consequential loss of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.16 Violent crime by any individual or organisation
Loss arising out of theft occasioning the use of forcible and violent means unless:
(i) if covered under Standard Extension 4.3 or Optional Extensions 5.1 or 5.2; or
3.17 Voluntary exchange or purchase

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

(i) such loss is committed by an employee (acting alone or in collusion with others) and covered under Insurance Cover 1(A); or

(ii) is as a result of a fraudulent act committed by any other person.

3.18 War

Loss which arises directly or indirectly out of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot, the act of any lawfully constituted authority

3.19 Terrorism Damage Exclusion

Loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

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

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

4. Standard Extensions

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

4.1 Care custody and control

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

4.2 Fees, costs and expenses

(i) Legal fees

Cover is extended to indemnify the insured for reasonable legal fees, costs and expenses incurred and paid by the insured in the defence of any demand, claim, suit or legal proceeding which the insured subsequently establishes results directly from a loss covered under this policy, provided that:

(a) such indemnity is limited to 5% of the Limit of Liability specified in Item 3 of the Schedule which ever is lesser and such amount is part of and not in addition to the Limit of Liability specified in Item 3 of the Schedule;

(b) the insurer shall not be liable to make any payment for fees, costs or other expenses (whether such fees, costs or expenses be for legal, accounting or other services) incurred by the insured in establishing the existence, validity or amount of any loss under this policy, other than if covered under Standard Extension 4.2(ii);

(c) such legal fees, costs and expenses are incurred with the prior written consent of the insurer;

(d) there is no duty upon the insurer to advance any legal fees, costs or expenses to the insured prior to the conclusion of the demand, claim, suit or legal proceeding;

(e) such legal fees, costs and expenses are not recoverable from any other party.

For the purpose of this Standard Extension 4.2(iii) defence shall mean a situation whereby the insured is acting as a defendant in a court of law.
4.3 Money or securities – damage, destruction or disappearance

Cover is extended to include:

(i) the physical loss or damage to or actual destruction or disappearance of money or securities including damage to or actual destruction of safes or vaults incurred in connection with such loss; and/or

(ii) theft of money or securities by any other person, whether occasioning the use of force or violence or not, occurring:

(a) within the premises; or

(b) within the interior of any banking premises or similar recognised place of safe deposit; or

(c) whilst in transit and in the care, custody and control of a director or employee of or a partner in the insured; or

(d) whilst in the care, custody and control of any security company or armoured motor vehicle company, which is duly authorised by the insured to retain the care and custody of such money or securities;

provided that this Standard Extension:

(1) is limited to 5% in respect of any single loss as a result of physical loss of or damage to or actual destruction of money or securities caused by fire; and

(2) is always in excess of any other valid and collectable insurance or indemnity (or would be valid or collectible except for the application of the retention amount or the exhaustion of the limits of liability), contractual or otherwise, available to the insured; and

(3) is part of and not in addition to the Limit of Liability specified in Item 3 of the Schedule.

4.4 New entities – newly created or acquired

Cover is extended to include:

(i) any newly created subsidiary or associated company or plan formed or established by any insured during the policy period; or

(ii) any merger with, or consolidation with, or purchase of, or other acquisition of the assets of another business.

Indemnity under this policy shall apply to acts committed from the date of such merger with, or consolidation with, or purchase of, or other acquisition of the assets of another business.

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

(a) has a total gross annual turnover and total number of employees which are less than 15% of the combined total gross annual turnover and total number of employees of all insureds; and

(b) has not discovered any single loss of a type covered by this policy within the last 3 years which, whether insured or not and before the application of any retention, deductible or excess, was individually greater than 30% of the Retention specified in Item 4 of the Schedule; and

(c) conducts business activities which are comparable to the insured's business as most recently advised to the insurer; and

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

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

5. Optional Extensions

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

5.1 Criminal damage

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

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

(ii) any other person where such loss occurs at the premises;

provided that this Extension:

(a) is limited to Rs. 1.5 Crores any single loss and in the aggregate and such amount is part of and not in addition to the Limit of Liability specified in Item 3 of the Schedule; and

(b) excludes loss resulting from criminal damage to money and securities and safes and vaults; and

(c) excludes damage occasioned by fire, howsoever caused; and

(d) is always in excess of any other insurance or indemnity contractual or otherwise available to the insured; and

(e) does not apply in addition to Standard Extension 4.2(iii) Reconstitution Costs in respect of the same act or series of related, continuous or repeated acts.

5.2 Interest receivable or payable

Cover is extended to include the amount of any interest which would have been receivable but for a loss covered under this policy, or which becomes payable by the insured resulting directly from a loss covered under this policy provided that the insurer's liability for such interest receivable or payable:

(i) is that which is calculated by applying the average of the Reserve Bank Of India base rate in force between the time of sustaining such loss and the date of discovery of such loss; and

(ii) is limited to 15% of the Limit of Liability specified in Item 3 of the Schedule and such amount is part of and not in addition to the Limit of Liability specified therein.

5.3 Violent and forcible theft of property by any other person

Cover is extended to include:

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

(ii) Loss caused by theft or attempted theft incurred whilst in transit due to forcible and violent means exercised by any other person resulting in theft of any tangible property whilst in transit by a director or employee of or a partner in the insured; provided that this Extension:
(a) is in excess of any other valid and collectible insurance or indemnity, contractual or otherwise, available to the insured; and
(b) is part of and not in addition to the Limit of Liability specified in Item 3 of the Schedule.

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


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

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

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

6.4 Retention and other insurance
For each and every loss, cover under this policy will be excess of the greater of:
(i) the Retention specified in Item 4 of the Schedule; or
(ii) the amount of any other valid and collectible insurance or indemnity, contractual or otherwise, available to the insured.

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

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

6.5 Single policy
This policy is a single contract of insurance and if more than one insured is covered this policy shall nevertheless be and remain a single contract of insurance for the benefit of the insured as joint insured and, accordingly, without limitation:
(i) the policyholder shall act for itself and for all insured for all purposes under this policy, including but not limited to the giving and receiving of notice, the giving of notice of loss, the payment of premiums that may become due and the receipt and acceptance of any endorsements issued to form a part of this policy;
(ii) payment of any loss under this policy to the policyholder shall fully release the insurer with respect to such loss, however, in the event that any loss sustained by any Indian plan is covered under this policy, payment shall be made by the insurer to the trustees of such funds for and on behalf of the beneficiaries;
(iii) if there is more than one insured under this policy and any such entity other than the policyholder ceases for any reason to be covered under this policy, then the remaining insureds shall continue to be joint insured for all purposes under this policy;
(iv) knowledge possessed or discovery made by any insured or by any director, partner, trustee, officer, departmental director, senior manager or equivalent thereof of any insured shall for all purposes constitute knowledge possessed or discovery made by every insured;
(v) the insurer's liability for loss sustained by any or all of the insured shall not exceed the amount for which the insurer would be liable had all such loss been sustained by any one of the insured; as specified under Item 3, Limit of Liability in the Schedule.
(vi) in calculating loss covered under this policy, where another insured receives a benefit corresponding or relating to such loss, that benefit will be set off against the value of such loss.

6.6 How to give notice and report a loss
(i) Notice of loss shall be given in writing directly to Tata AIG General Insurance Company Limited

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

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

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

6.9 Basis of valuation
In no event shall the insurer be liable for more than:

(i) the actual market value, determined by that published in the Economic Times or Business Standard in India or equivalent local daily financial newspaper of securities, foreign funds, currencies or precious metals at the close of business on the day the loss was discovered; or, if less, the actual cost of replacing the securities;

(ii) the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data furnished by the insurer in order to reproduce books of accounts and records;

(iii) the cost of labour for the actual transcription or copying of electronic data furnished by the insurer, in order to reproduce such electronic data;

(iv) the actual cash value of other property at the time of loss or the actual cost of repairing or replacing the property with property or material of like quality or value, whichever is less. The actual cash value of other property if held by the insured as a pledge, 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 insurer when making the advance or loan, or in the absence of a record, the unpaid portion of the advance or loan plus accrued interest at legal rates.

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

(i) firstly, for any costs and expenses reasonably and necessarily incurred in relation to the recovery;

(ii) secondly, the insured will be reimbursed for any loss exceeding the Limit of Liability specified in Item 3 of the Schedule;

(iii) thirdly, the insurer will be reimbursed for any settlement made; and

(iv) lastly, the insured will be reimbursed for loss equal to the Retention amount specified in Item 4 of the Schedule.

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

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

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

(c) The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

(d) The place of arbitration shall be Mumbai India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

(e) It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained.

(f) In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

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

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

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

(i) the liquidation of the policyholder, or the appointment of a receiver, liquidator, manager or administrator in respect of the policyholder; or

(ii) the liquidation of any single insured or the appointment of a receiver, liquidator, manager or administrator of such insured; or

(iii) the consolidation or merger of the policyholder with another business entity, or upon any purchase, assignment, transfer, pledge or sale of assets or shares occasioning any change in control of the policyholder; or
Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

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

Escalation Level 1
For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

Escalation Level 2
For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

### INSURANCE OMBUDSMAN CENTRES

<table>
<thead>
<tr>
<th>Office of the Ombudsman</th>
<th>Address and Contact Details</th>
<th>Jurisdiction of Office Union Territory, District</th>
</tr>
</thead>
<tbody>
<tr>
<td>AHMEDABAD</td>
<td>Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a></td>
<td>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</td>
</tr>
<tr>
<td>BENGALURU</td>
<td>Office of the Insurance Ombudsman, Jeevan Soudha 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: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a></td>
<td>Karnataka</td>
</tr>
<tr>
<td>BHOPAL</td>
<td>Office of the Insurance Ombudsman, JankiVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201/ 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a></td>
<td>Madhya Pradesh, Chhattisgarh</td>
</tr>
<tr>
<td>BHUBANESHWAR</td>
<td>Office of the Insurance Ombudsman,</td>
<td>Orissa</td>
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</tbody>
</table>

### Grievance Lodgment Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780

Email us at customersupport@tataaig.com

Write to us at : Customer Support, Tata AIG General Insurance Company Limited

A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

Nodal Officer
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<tr>
<th>Location</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
<th>Districts of Uttar Pradesh</th>
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<tbody>
<tr>
<td>CHANDIGARH</td>
<td>Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai  600 018.</td>
<td>044-24333668 /24335284</td>
<td><a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a></td>
<td>Chandauli, Amethi, Faizabad, Jr. Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005.</td>
</tr>
<tr>
<td>LUCKNOW</td>
<td>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.</td>
<td>0522-2231330/2231331</td>
<td><a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a></td>
<td>Nagarland and Tripura, Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.</td>
</tr>
<tr>
<td>MUMBAI</td>
<td>Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.</td>
<td>0484 - 2359336</td>
<td><a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a></td>
<td>Goa, Mumbai Metropolitian Region excluding Navi Mumbai &amp; Thane</td>
</tr>
<tr>
<td>GUWAHATI</td>
<td>Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).</td>
<td>0361 - 23239633 /23237532</td>
<td><a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a></td>
<td>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagarland and Tripura</td>
</tr>
<tr>
<td>JAIPUR</td>
<td>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.</td>
<td>040-65504123/2312122</td>
<td><a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a></td>
<td>Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.</td>
</tr>
<tr>
<td>KOLKATA</td>
<td>Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072.</td>
<td>033-22124339/22124340</td>
<td><a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a></td>
<td>West Bengal, Sikkim, Andaman &amp; Nicobar Islands</td>
</tr>
<tr>
<td>MUMBAI</td>
<td>Office of the Insurance Ombudsman, 3rd Floor, Jeevan SevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054.</td>
<td>022-26106552/26106960</td>
<td><a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a></td>
<td>Tel.: 022-26106052 /26106960 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a></td>
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<td>NOIDA</td>
<td>Office of the Insurance Ombudsman, BhagwanSahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514250/2514252/2514253 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a></td>
<td>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Budaun, Bulandshahr, Etah, Kanpur, Mainpuri, Etawah, Mathura, Meerut, Moradabad, Muzaffarnagar, Onajya, Pilibhit, Farrukhabad, Firozabad, Gautam Buddh Nagar, Ghaziabad, Hardoi, Kashi, Shahjahanpur, Hapur, Shamli, Rampur, Sambhal, Amroha, Hathras, Kanpur, Saharanpur</td>
<td></td>
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<tr>
<td>PATNA</td>
<td>Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a></td>
<td>Bihar, Jharkhand</td>
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</tr>
<tr>
<td>PUNE</td>
<td>Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Flr, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune-411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a></td>
<td>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region</td>
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</table>

**Grievance Redressal Procedure:**
As per Regulation 17 of IRDA of India (Protection of Policy holders Interests) Regulation. 2017.