

## PROSPECTUS COMMERCIAL CRIME INSURANCE

### Introduction:

In corporate India today white collar crime is on the rise and in spite of many companies having concrete internal controls like regular internal audit review & investigation teams, there is always a possibility that these can be breached by employees or third parties. Commercial Crime Insurance offers protection for certain aspects of such threats.

### Scope of Cover (What we Cover):

The policy provides coverage for the following:

- Insured's loss by reason of Internal Crime or External Crime
  - Internal Crime means dishonest or fraudulent acts committed by an employee whether acting alone or in collusion with any other natural person(s), with the intent to cause the Insured to sustain such a loss or to obtain an improper financial gain.
  - External Crime means a criminal or fraudulent act committed by a third party consisting of:
    - (a) In Transit Theft, Robbery, Burglary;
    - (b) On Premises Theft, Robbery, Burglary;
    - (c) Forgery of Instruments;
    - (d) Counterfeiting;
    - (e) Funds Transfer Fraud; or
    - (f) Computer Fraud.
- Defence Cost: reasonable legal fees, costs and expenses incurred and paid by the Insured, with the prior written consent of the Insurer, in the defence of any demand, claim, suit or legal proceeding brought against the Insured

### The Extent of Cover:

The policy will cover for any Loss sustained and incurred by the Insured is limited to the Limit of Liability stated in Policy Schedule for all losses Discovered during the Policy Period and notified to the Insurer on a timely manner in accordance with the Claims Procedure.

Territory and Jurisdiction: Worldwide

### Exclusions:

1. Employee Acts: Any Loss resulting directly or indirectly from any act or series of acts of any Employee, unless such Loss results from Internal Crime.
2. Known Prior Fraud and or Crime: Any Loss sustained by the Insured and caused by an Employee and/or any individual after the Insured becomes aware that:

(a) such Employee has previously committed criminal, dishonest or fraudulent acts in relation to property during the term of employment with the Insured or prior to becoming an Employee; or  
 (b) such individual has previously committed criminal, dishonest or fraudulent acts during the execution of a contract with the Insured.

3. Negligent Acts Or Omissions: Any Loss resulting directly or indirectly from claims made against the Insured or its Employees in which the claimant alleges a negligent act or omission or such claim would, if established, result in the establishing of a civil liability to the claimant.
4. Directors or Partners: Loss resulting directly or indirectly from any act, omissions or series of acts or omissions of any director, officer, partner, trustee or fiduciary of the Insured, whether acting alone or in collusion, unless such director, officer or partner is deemed to have committed such act or omission as an Employee.
5. Major Shareholder: Any Loss resulting directly or indirectly from the act of a person who, at the time of committing such act, owns or controls more than 10% of the issued share capital or voting rights of any Insured, regardless of the specific Insured actually incurring the Loss.
6. 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.
7. Radiation and Pollution: Any Loss, expense, liability or consequential loss of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (c) any seepage, pollution or contamination, including but not limited to any solid, liquid, gaseous or thermal irritant or contaminant, including asbestos, smoke, rays, vapour, soot, fumes, acids, alkalis, chemicals, waste, combustible materials to be recycled, reconditioned or reclaimed.
8. War, Terrorism and Governmental Acts: Any Loss of whatsoever nature directly or indirectly caused by or contributed to by or arising from war, invasion, act of foreign or internal enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellions, 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 or terrorism.
9. Prior and Subsequent Acts:  
 Any Loss:  
 (a) sustained prior to the Retroactive Date.

Notwithstanding the above, in case one Loss is sustained by the Insured both before and after the Retroactive Date, the part of the Loss sustained after the Retroactive Date shall still be covered;

(b) Discovered prior to the Inception Date as stated in Policy Schedule; or

(c) Discovered or reported after the Expiration Date as stated in Policy Schedule, or after the effective date of termination of this Policy.

**10. Non-Payment or Default:**

Any Loss resulting directly or indirectly from:

(a) complete or partial non-payment of or default upon any Credit Arrangement, whether procured in good faith or through trick or artifice, fraud or false pretences, unless such Loss results from Internal Crime.

(b) Forgery or Alteration of assets received by the Insured in purported payment for property sold and delivered on credit, whether procured in good faith or through trick or artifice, fraud or false pretences unless such Loss results from External Crime consisting of Forgery of Instruments, Counterfeiting or Funds Transfer Fraud, in which event the amount of such Loss shall be determined to be the value of property sold and delivered on credit less all monies and/or the value of any property received from any source whatsoever, including payments and receipts in principal, interest, commissions and the like.

**11. Profit and Loss or Inventory Records:**

Any Loss which is solely proved by means of:

(a) a profit and loss computation or comparison; or

(b) a comparison of inventory records with an actual physical count;

unless such Loss results from Internal Crime, in which case the inventory records and actual physical count of inventory can be submitted as supporting evidence of Loss.

**12. Damage or Destruction:** Any Loss due to damage or destruction however caused to any Premises, buildings, safes or vaults including any contents, fixtures or fittings other than Loss of Insured's Property resulting from External Crime consisting of On Premises Theft, Robbery, Burglary.

**13. Confidential information, Trade Secrets and Computer Programmes:** Any Loss of, or arising from directly or indirectly the unauthorised accessing of, any confidential information, including but not limited to; trade secrets, computer programmes, customer information, patents, trademarks, copyrights, processing methods or any similar non-public information.

**14. Fines and Penalties:** Fines, penalties or damages of any type for which the Insured is actually or allegedly legally liable.

**15. Extortion or Kidnap and Ransom:** Any Loss resulting directly or indirectly from extortion, kidnap, ransom or any threat thereof.

16. Forgery or Alteration: Any Loss resulting directly or indirectly from Forgery or Alteration unless such Loss results from Internal Crime or from External Crime consisting of Forgery of Instruments, Counterfeiting or Funds Transfer Fraud.
17. Input, Modification or Destruction of Electronic Data: Any Loss resulting directly or indirectly from the input, modification or destruction of electronic data unless such Loss results from Internal Crime or directly from External Crime consisting of Computer Fraud.
18. Bills of Lading and Similar Documents: Any Loss resulting directly or indirectly from any items which are or purport to be travellers' cheques, bills of lading, shipping documents, warehouse receipts, trust receipts, accounts receivable, or any other bills, documents or receipts similar in nature or effect or serving a similar purpose.
19. Credit and Other Cards: Any Loss resulting directly or indirectly from the use or purported use of any credit, debit, charge, access, convenience, identification or other cards, whether such cards are issued by the Insured or by any other person or organisation other than the Insured unless such Loss results from Internal Crime.
20. Trading and Other Dealings: Any Loss resulting directly or indirectly from Trading, whether conducted or effected by any dishonest or fraudulent act or otherwise, with or without the knowledge of the Insured, in the name of the Insured or otherwise, unless such Loss results from Internal Crime.
21. Loss Induced By Electronic Communications: Any Loss resulting directly or indirectly from the Insured having acted or relied upon electronic data or communications sent by third persons to the Insured with the intention to obtain credit or investment funds fraudulently or dishonestly therefrom.
22. Money Laundering: Loss directly or indirectly resulting from acts consisting of or partaking to actual or alleged movement of illicit cash or equivalent cash proceeds, including but not limited to money laundering within the meaning given under any domestic or international legal system.
23. Voluntary Surrendering: Any Loss resulting from the voluntary giving or surrender of Property by the Insured, whether or not induced by trick, deception or artifice, in any exchange or purchase, unless such Loss results from Internal Crime.
24. Negligent Control: Any Loss sustained by the Insured as a result of the absence of an internal audit and examination at their Head Office and all offices at least once every twelve months and/or the failure to implement the recommendations of any such audit and examination report within the time limit set out in such report, or, failing any such time limit, no later than six (6) months after the issuance of such report.
25. Bodily injury: Loss which is based upon, attributable to or in any way connected to a bodily injury suffered by the Insured or by any Third-Party.

26. Employee's Criminal Record: Any Loss as a result of any Internal Crime or External Crime committed by any Employee whose previous criminal record was known by the legal representative of the Insured, or his direct manager or the human resources department of the company where he is employed.

**Conditions:**

1. Non Accumulation Of Liability: Regardless of the number of years this Policy has been in force or may continue to be in force, and regardless of the premiums paid, the Aggregate Limit of Liability and the applicable Sub-Limits shall not be cumulative from year to year or from Policy Period to Policy Period.
2. Other Insurance: Unless otherwise required by law, cover under this policy is provided only as excess over any self-insurance or other applicable insurance, unless such other insurance is written only as specific excess insurance over The Limit of Liability. This policy shall not cover any fees and expenses relating to the defence of any demand, Claim, suit or legal proceeding where another policy imposes upon another insurer a duty to defend such demand, Claim, suit or legal proceeding.
3. Exclusive Policy Benefit: Nothing in this Policy is intended to confer a directly enforceable benefit on any third party other than an Insured.
4. Single Policy, Notice & Authority: This Policy is a single contract of insurance and if there is more than one Insured this Policy will remain a single contract of insurance for the benefit of the Insureds as being jointly covered and not separately for their several interests. In this event, the following conditions apply:
  - (a) The Policyholder represents and warrants that all Insureds agree that the Policyholder shall not only act on its own behalf but also on behalf of all Insureds under this Policy, in respect of but not limited to:
    - i. the review and acceptance of all documentation and amendments thereto forming part of this Policy and declaration of risks; and
    - ii. the provision and receipt of all notices of this Policy including notification of Loss, notice of cancellation or renewal;
    - iii. the authorisation of use of personal data; and
    - iv. the payment of premiums due under this Policy and acceptance of any return premium.
  - (b) if coverage under this Policy ceases in relation to one Employee or to one of the Insureds other than the Policyholder, then the remaining Employees or Insureds shall continue to be covered under this Policy; and
  - (c) knowledge possessed or Discovery made by the Policyholder or by any Insured shall constitute knowledge possessed or Discovery made by the Policyholder and every Insured; and
  - (d) payment of any Loss or Defence Costs to the Policyholder or the Insured involving one or more Insured(s) will fully release the Insurer with respect to such Loss or Defence Costs.

## 5. Changes In Risk

- A) Liquidation: In the event of the liquidation of an Insured, either voluntary or compulsory, or the appointment of a Receiver or Manager, or the entering into of any Scheme of Arrangement or composition with creditors, or the control of an Insured being taken over by any Government or by officials appointed by any Government or Governmental Authority or Agency, then this Policy shall immediately cease to afford any coverage of any kind for Loss subsequently Discovered or notified to the Insurer in relation to such Insured.
- B) Change of Control: In the event of Change of Control of an Insured, this Policy shall immediately cease to afford any coverage of any kind for Loss subsequently Discovered or notified to the Insurer in relation to such Insured.

Nonetheless, in the event of a Change of Control, the Insurer may at its sole discretion consider providing continuation of coverage, provided that the relevant Insured or the Policyholder:

- (a) gives written notice to the Insurer within thirty (30) days prior to the Change of Control; and
- (b) promptly provides the Insurer with all such further information as the Insurer may require; and
- (c) obtains the written consent of the Insurer to extend the coverage provided by this Policy in respect of such Insured; and
- (d) pays to the Insurer any additional premium as required.

### C) Mergers, Acquisitions and New Subsidiaries

In the event that an Insured shall during the Policy Period:

- (a) merge or consolidate with another entity; or
- (b) acquire or purchase the assets of another entity; or
- (c) create a new Subsidiary,

this Policy shall provide automatic coverage for Loss subsequently Discovered or notified to the Insurer in relation to this entity provided the Loss arises out of a covered act committed while such entity is a Subsidiary or Plan of the Policyholder (or after any retroactive date specifically agreed by the Insurer for the entity) and the Loss is Discovered after the effective date of the event listed in (a) (b) or (c), on condition that such entity:

- (1) has a total gross annual turnover and total number of employees which are less than 10% of the combined total gross annual turnover and total number of Employees of the Insured; and
- (2) has not Discovered any Loss of a type covered by this Policy within the last three (3) years exceeding 50% of the deductible of this Policy, whether the Loss was insured or not and before the application of any retention, deductible or excess; and
- (3) conducts business activities which do not materially deviate from those conducted by the Insured; and
- (4) provides a satisfactory signed and dated Proposal Form for such entity within thirty (30) days following such events.

If the new entity fails to meet any one of the conditions set out above, this Policy shall not provide any coverage with respect to any Loss in relation to this new entity Discovered or notified to the Insurer after the effective date of the considered merger, consolidation with another entity, acquisition, purchase, or creation of a Subsidiary.

Nonetheless, the Insurer may in that case, at its sole discretion, consider providing coverage, provided that the relevant Insured or the Policyholder shall:

- (a) give written notice to the Insurer within thirty (30) days of such event; and
- (b) promptly provide the Insurer with sufficient details to permit the Insurer to assess and evaluate the potential increase in exposure; and
- (c) obtain the written consent of the Insurer to extend the coverage provided by this Policy in respect of such entity; and
- (d) pay to the Insurer any reasonable additional premium as required.

D) Additional Premises: If the Insured shall, during the Policy Period, establish any new additional offices or other locations where the Insured conducts its ordinary business with the same security standard as the Premises stated in the Proposal Form, other than as stated in 6.5 (C) (Mergers, Acquisitions and New Subsidiaries) then such additional locations shall be automatically covered as Premises hereunder from the date of their establishment, without the requirement of notice to the Insurer or the payment of any additional premium for the remainder of the Policy Period.

**6. Termination And Cancellation Provisions:** This Policy shall terminate without the tender of unearned premium:

As a whole:

- (a) On the Expiration Date stated in Policy Schedule; or
- (b) Immediately upon the dissolution of the Policyholder; or
- (c) Immediately upon the Change of Control of the Policyholder, unless the Insurer agrees to provide continuation of coverage in accordance with Changes in Risk 6.5(B) (Change of Control); or
- (d) Immediately upon exhaustion of the Aggregate Limit of Liability as stated in Limit of Liability and Deductible 5.1 (Limit of Liability) and Policy Schedule; or

With respect to any Employee:

- (e) Immediately after first Discovery of a Loss actually or potentially arising from such Employee's conduct. The Insurer shall have no liability to indemnify the Insured for Loss resulting from such Employee's conduct after the date of such Discovery.

This Policy shall be cancelled:

- (f) By the Insurer for non-payment of premium as stated in General Provisions 6.16 (Premium Payment); or
- (g) Thirty (30) days after the Policyholder receives and acknowledges a written notice from the Insurer of its decision to terminate this Policy; or
- (h) Immediately upon receipt by the Insurer of a written notice from the Policyholder of its decision to terminate this Policy.

The Insurer shall refund any unearned premium computed at customary short-rate of the Premium set forth in Policy Schedule if cancelled by the Policyholder as provided in paragraph



(h) of this General Provisions but pro-rata of said Premium if cancelled by the Insurer as provided in paragraph (f) of this General Provisions.

#### **Add-ons/ Optional Coverages/Endorsements:**

1. Auto Acquisition Clause (Automatic coverage for New Entities): It is hereby declared and agreed that if the Insured during the Policy Period:
  - A. acquires securities or voting rights in another organization or creates another organization which as a result of such acquisition or creation becomes a Subsidiary; or
  - B. acquires any organization by merger into or consolidation with itself such that the Insured is the holding entity, then such organization shall be an Insured under this policy solely for loss sustained after the date of such acquisition or creation provided that the total revenues of such acquired or created organization at the time of its acquisition or creation do not exceed \_\_\_\_\_% of the total revenues of the Insured as reflected in the most recent audited, consolidated financial statements of the Insured. The following additional terms and conditions also apply
  
2. Expectation Damages: It is hereby agreed and declared that the Insurer will pay on behalf of the Insured for Loss sustained by any Insured as a result of any Claim by a Client for Expectation Damages incurred as a consequence of any covered Internal Crime or External Crime committed against the Insured, which is first discovered during the Policy Period or the Discovery Period, if applicable, and notified to the Insurer in accordance with this policy's provisions. The maximum amount payable by Insurer under this extension INR. as specified in Policy Schedule for each and every Claim and in the aggregate.

For the purpose of this endorsement the following Definition is added to the Policy:

Expectation Damages means any amount in excess of the Deductible incurred by and enforced against the Insured as damage pursuant to a written contract with a Client, to the extent necessary to restore the financial position of the Client to that which existed immediately prior to the occurrence of the Internal Crime or External Crime. Provided, however that such Internal Crime or External Crime is not committed in collusion with such Client nor any employee of such Client.

3. Care, Custody and Control Extension: It is hereby agreed and declared that that the indemnity expressed in this Policy shall apply to liability in respect of loss of or damage to property, money or securities belonging to a Third Party where the Insured is legally liable for such loss, provided such Money, Securities or Other Property is in the care, custody or control of the Insured. Provide such Money, Securities or Other Property is:-
  - I. in the charge or under the control of the Insured or any servant or agent of the Insured.
  - II. being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work.



4. **Additional Named Insured Endorsement:** It is hereby agreed and declared that below mentioned entities are included as additional named insured under the scope of this policy: (Name of the Additional Insured to be advised).
  
5. **Audit Fees:** It is hereby agreed and declared that the Insurer shall pay for fees in excess of INR \_\_\_\_\_ for sub limits of INR as specified in the Policy Schedule payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of the account or the other business books or documents or such other proofs, information or evidence as may be required by the Insured for claims purposes under the Policy.
  
6. **Interest Receivable Or Payable:** It is hereby agreed and declared that the Policy 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 -----% of the Limits of Liability specified in the Schedule and such amount is part of and not in addition to the Limits of Liability specified therein.
  
7. **Amendment of definition of In Transit Theft, Robbery, Burglary:** It is hereby declared and agreed that Definition of **In Transit Theft, Robbery, Burglary** is deleted in its entirety and replaced by the following:  
 In Transit Theft, Robbery, Burglary means the criminal and intentional deprivation of the Insured's Property by a Third Party whilst in Transit.
  
8. **Insured's Legal Liability:** The Insurer will pay on behalf of the Insured for Loss sustained by any Insured as a result of any Claim by a Client for Legal Liability that directly results from Internal Crime or External Crime which is first Discovered during the Policy Period or the Discovery Period, if applicable, and notified to the Insurer in accordance with this policy's provisions.  
 The maximum amount payable by Insurer under this extension is the Sub-Limit of Liability specified in the Policy Schedule.
  
9. **Extended discovery period:** If this policy upon termination is neither renewed nor replaced by any other policy covering the same or a similar risk, insured shall have the right to a single extended discovery period as stated in the schedule and subject to payment of the additional premium stated in the schedule. Any loss discovered during such extended discovery period and notified to us in accordance with the Terms and Conditions of this policy, shall be considered for cover, but only with respect to criminal acts committed prior to the termination date of the period of insurance. This extended discovery period shall not apply in the event of cancellation of this policy due to the non-payment of the premium.  
 For the extension, Discovery means:
  - (a) Receipt of notice of an actual or potential claim against it alleging facts that if true would lead to Loss; or

(b) First information or suspicion that a Crime may have been committed that is likely to lead to a loss.

Discovery by any of the employees or authorized representatives of the insured shall constitute Discovery under this endorsement.

10. Telephone Misuse: Cover in respect of external crime is extended to cover any unauthorized access and use of the insured's telephone system by an Employee which causes a loss to the insured. The Insurer shall pay the Insured for loss first Discovered during the Period of Insurance or any applicable Discovery Period. Loss under this clause means only the telephone charges payable by the Insured as a result of the unauthorized access and use.  
The maximum amount the Insurer shall pay under this Additional Benefit in the Period of Insurance or any applicable Discovery Period shall be INR \_\_\_\_\_. This sub-limit shall be part of and not in addition to the Limit of Indemnity under Employee fraud or dishonesty OR External Crime.
11. Extension to Computer System - Including Cloud Computing: Means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the Insured are under the direct operational control of the Insured. Offline media libraries are deemed to be part of such Computer System.
12. IPR Infringement (Excluding Patent & Trade secrets): This policy does not cover Loss resulting directly or indirectly from the loss of, or use of confidential information of any kind including intellectual property rights, patents, trademarks, trade secrets or confidential manufacturing, processing or servicing methods, except to the extent that such confidential information is used in the commission of a Crime otherwise covered under this Policy.
13. Unidentifiable Employees: If the loss is alleged to have been caused by theft, fraud or dishonesty of any of the employee and insured is unable to identify an Employee but proves beyond any reasonable doubt that a Loss must have been caused by a covered Criminal Act of an Employee, then the Insured shall not be required to specifically identify the Employee by name. Provided that the loss was in fact due to the theft, fraud or dishonesty of the insured employee acting alone or in collusion with others.
14. Criminal Damage to Money, Securities and Premises: The Insurer shall pay the Insured for any Criminal Damage Costs, including the associated costs of repairing damage to the Premises, incurred by the Insured as a direct result of Criminal Damage sustained on the Premises or while such Money or Securities are in the custody of an Employee (or any other person authorized by the Insured to have such custody) and first Discovered during the Period of Insurance or any applicable Discovery Period.
15. Direct Financial Loss Sustained by Customers or Clients of, or Suppliers: The Insurer shall indemnify the Insured for all Financial Loss sustained by any the customers or clients of the insured or suppliers of the insured as a direct result of any Criminal Act, which is first Discovered during the Insurance Period or the Discovery Period, if applicable, and notified to

the Insurer in accordance with this policy's provisions. This cover extension is subject to a sublimit as specified in schedule.

16. **Social Engineering Fraud:** The Insurer shall pay Loss first Discovered during the Period of Insurance or any applicable Discovery Period from the transferring, paying or delivering Funds, Money or Securities, directly caused by Social Engineering Fraud committed by a person purporting to be:
- (a) a Vendor;
  - (b) a Client;
  - (c) an Employee; or
  - (d) a Manager.

provided that, prior to transferring, paying or delivering Funds, Money or Securities, the Insured performed a Transfer Verification with respect to each Communication involving any change requests to Vendor, Client, Manager or Employee account information or pre-determined setup. Such Transfer Verification must be recorded, logged, or otherwise documented by the Insured.

The maximum amount the Insurer shall pay under this Additional Benefit in the Period of Insurance or any applicable Discovery Period shall be subject to the sub-limit specified in the schedule. This sub-limit shall be part of and not in addition to the basic Limit of Indemnity.

17. **Extortion Loss:** The Insurer, shall indemnify the Insured for all Financial Loss sustained by any Insured as a direct result from any IT Criminal Act committed by Employee, which is first Discovered during the Insurance Period or the Discovery Period, if applicable, and notified to the Insurer in accordance with this policy's provisions. This will include Loss of funds related:
- a) to damage or destroy any property (including computer systems, software or programs and including any premises or fixtures and fittings contained within the premises) owned by the insured or for which the insured is legally liable; or
  - b) to sell or disclose confidential security codes, software programs or data to another person or party by reason of having gained unauthorized access to a computer system; or
  - c) to deny access to a computer system;
  - d) to activate a malicious code within the computer systems of the insured;
18. **Counterfeit Cover:** The Insurer shall pay the Insured, Loss resulting directly from the Forgery or Counterfeiting of any Money or Securities including Credit, Debit or Charge Card issued to the Insured for business purposes, committed by any Third Party first Discovered during the Period of Insurance or any applicable Discovery Period.
- For this extension, Counterfeiting means:
- (a) an imitation of Money or Securities; or
  - (b) cloned Credit, Debit or Charge Card that is intended to deceive and to be taken as genuine.
19. **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 INR\_\_\_\_\_ such amount being part of and not in addition to the limit of indemnity specified in the schedule;
- (b) 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;
- (c) such legal fees, costs and expenses are incurred with the prior written consent of Insurer;
- (d) there is no duty upon 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 defence shall mean a situation whereby the insured is acting as a defendant in a court of law.

(ii) Reconstitution Costs

Cover is extended to include the reasonable cost of rewriting or amending the insured's software programmes or systems with the prior written consent of Insurer where such rewriting or amending is necessary to correct the programmes or amend the security codes following a loss covered under this policy. Insurer's liability for such rewriting or amending is limited to INR \_\_\_\_\_ for any single loss and in the aggregate and such amount is part of and not in addition to the limit of indemnity specified the schedule.

(iii) Investigative Specialist

Cover is extended to indemnify the insured for the fees and expenses of an investigative specialist, to investigate the facts behind a loss covered under this policy and to determine the quantum of such loss. Such indemnity is limited to INR \_\_\_\_\_ such amount being part of and not in addition to the limit of indemnity specified in the schedule.

**20. Extortion / Kidnap and Ransom:** Coverage is extended to indemnify the insured in respect of the following Insured losses, including expenses relating thereto, as a result of ransom monies (including ransom or extortion payments) paid or other property provided by the insured resulting from the communicated threat:

- (i) to do bodily harm to an insured person; or
- (ii) to damage or destroy any property (including computer systems, software or programmes and including any premises or fixtures and fittings contained within the premises) owned by the insured or for which the insured is legally liable;

provided that:

- (a) prior to the surrender of such ransom monies or property the person receiving the threat has made a reasonable effort to report the threat or demand to an associate or employee and the insured has reported the matter to the police; and
- (b) indemnity for extortion or kidnap and ransom (including ransom monies and related expenses) covered under this extension is limited to the Limit of Liability specified in the Schedule;

It is further understood and agreed that this extension will not cover extortion and kidnap or ransom demand (including the ransom monies and expenses related thereto) or any related losses under this extension, which results in or occurs in or is directly or indirectly related to the following geographic territories: (Names to be provided)

For the purposes of this extension:

Expenses mean all reasonable and necessary expenses incurred directly by the insured solely as a result of any covered extortion or kidnap and ransom incident insured hereunder, including:

- the amount paid by the insured or insured person as reward to an informant for information relevant to the kidnap and ransom;
- travel costs of the kidnap victim to join their immediate family upon their release, and the travel costs of an employee to replace the kidnap victim;
- travel costs to evacuate or hotel costs of an insured person who is the victim of a kidnapping or extortion threat;
- reasonable and necessary medical services and hospitalisation costs incurred by an insured person following or as a result of the kidnapping or the extortion, including treatment by a neurologist or psychiatrist, cosmetic surgery or confinement costs;
- reasonable and necessary fees and expenses of independent forensic analysts engaged by the insured; independent qualified interpreter engaged by the insured;

Extortion means Bodily Injury Extortion, Computer Threat, Property Damage Extortion, Products Extortion or Trade Secrets Extortion. All such threats related by a common committed, attempted or threatened act, or made simultaneously against the same Insured Entity or Insured Person, will be deemed to constitute a single Extortion Threat.

Insured Person means a director or employee of or a partner in the insured or a relative or guest of such person.

Kidnap (or Kidnapping) means any event, or connected series of events, of seizing, detaining, abducting or carrying away by fraudulent means of one or more Insured Persons, except a minor by a parent thereof (or by a person acting on behalf of a parent), for the purpose of demanding Ransom Monies.

Ransom means cash and/or marketable goods or services that an Insured Entity shall have surrendered to meet a Kidnapping or Extortion Threat demand

### **Eligible for Insurance (Who can take the Policy):**

Policy can be availed by anyone exposed to Internal and External Crime risks such as:

- Small as well as multinational companies (manufacturing / non manufacturing)
- Healthcare companies,
- Financial institutions,
- Credit card companies,
- Wealth management companies etc

### **Eligible Discounts:**

Insured will be eligible for maximum discounts on premium. Criteria for such discount may include but not limited to the following

- a) Turnover
- b) Number of Employees
- c) Proportion of Employees within India
- d) Past Claim experience of the risk
- e) Number of offices Outside India
- f) Suppliers due diligence check

### **Exclusions specific to the policy, which can be covered on payment of additional premium:**

- IPR Infringement
- Extortion
- Credit and Other Cards

### **Claims Procedure:**

#### Notification And Proof Of Loss

Upon Discovery of a Loss or potential Loss the Insured shall:

- a) as soon as practicable within the Policy Period give written notice to the Insurer through the entity and address stated in Policy Schedule. However, in the event that it has not been practicable for the Insured to give such notice during the Policy Period, then written notice given no later than 30 days of the Expiry Date of the Policy Period shall be deemed to have been given during the Policy Period;  
and
- b) within six (6) months after Discovery, or within such further period as agreed to in writing by the Insurer, furnish written proof of Loss to the Insurer with full particulars of the Loss by specifying or establishing the following elements:
  1. Loss due to Internal Crime:
    - i. the identity of the person responsible for the Loss; and
    - ii. the specific dishonest or fraudulent acts involved in each transaction or item constituting such Loss; and
    - iii. where applicable, the improper personal financial gain obtained by any Employee for

- iv. each Credit Arrangement or Trading; and the demonstration of a causal link between such dishonest or fraudulent acts and the resultant Loss;
- 2. Loss due to External Crime consisting of Forged Instruments or Counterfeiting: the demonstration that, had the Negotiable Instruments, Certificated Securities or Money in question been genuine and not been Forged or Counterfeit or had not borne Alteration, the Insured would not have sustained the Loss claimed;
- 3. Loss due to other acts of External Crime: the demonstration that such Loss directly and exclusively resulted from the insured peril (either item ((a), (b), (e) or (f) of Definition 3.15 herein) and not from economic conditions or other contributing causes.

There shall be no cover for any Loss under this Policy unless that Loss is notified in accordance with this clause.

#### Claim Procedure

Insurer will settle the Claim under this Policy within 30 days from the date of receipt of necessary documents required for assessing the Claim. In the event that Insurer decides to reject a Claim made under this Policy, Insurer shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2017.

#### Claim Intimation

In the event of any circumstances likely to give rise to a claim insured must follow the following.

1. Immediately lodge a written complaint/FIR with the police station (Indicative: depending on case merits) and parallelly report the matter to USGICL customer care no. Toll Free Number: 1800-22-4030 / 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsompo.com>.

Followed by notification of a claim, insured is expected to follow the following procedures.

1. Insured should evaluate the loss situation and accordingly accumulate the facts with supporting documents in regards to the following in line to the nature of business;

- a) Injury, which means death, bodily injury, illness or disease of or to any person and
- b) Damage, which means loss of possession or control of or actual destruction (whether full or partial) to tangible property and
- c) Pecuniary loss

The liability policy shall compensate claimant's costs, fees and expenses incurred with USGI's consent in defending any claim made against the insured. However these are payable within the limit of liability, unless otherwise specified. Legal liability to be established.

Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

- Claim Form: The formal claim application provided by your insurer.
- Police Report: Documentation of the crime from law enforcement.



- **Proof of Loss:** Detailed account of the loss, including how it occurred and its impact.
- **Financial Records:** Bank statements, financial reports, or any other documents showing the financial impact of the crime.
- **Evidence of the Crime:** Any physical evidence, photos, or video footage related to the crime.
- **Witness Statements:** Statements from employees or other individuals who might have witnessed the incident.
- **Insurance Policy:** A copy of the current insurance policy detailing coverage and terms.
- **Correspondence:** Any communication with law enforcement, your insurance company, or other relevant parties.

- Escalation Matrix

Level 1 - [contactclaims@universalsompo.com](mailto:contactclaims@universalsompo.com)

Level 2 - [grievance@universalsompo.com](mailto:grievance@universalsompo.com)

Level 3 - [gro@universalsompo.com](mailto:gro@universalsompo.com)

### **Grievance Redressal Procedure:**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

#### Step 1

- Contact Us : 1-800-224030/1-800-2004030
- E-mail Address: [Contactus@universalsompo.com](mailto:Contactus@universalsompo.com)
- Write to us Customer Service Universal Sampo General Insurance Company Limited: Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708
- Senior Citizen Number: 1800 267 4030

#### Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- [grievance@universalsompo.com](mailto:grievance@universalsompo.com)

Drop in Your concern

Grievance Cell: Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

### Step 3:

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email : [gro@universalsompo.com](mailto:gro@universalsompo.com)

For updated details of grievance officer, kindly refer the link <https://www.universalsompo.com/resource-grievance-redressal>

### Step 4.

Bima Bharosa Portal link : <https://bimabharosa.irdai.gov.in/>

Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in), or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <https://www.cioins.co.in/Ombudsman>

Note: Grievance may also be lodged at IRDAI <https://bimabharosa.irdai.gov.in/>

### **Information about Us**

- **Universal Sampo General Insurance Company Limited**
- **Address Web:** [www.universalsompo.com](http://www.universalsompo.com).
- **E-mail:** [contactus@universalsompo.com](mailto:contactus@universalsompo.com)
- **Customer Service:**
- **Toll Free Numbers:** 1800-200-4030/ 1800-22-4030

#### **INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates**

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

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

**Disclaimer:** The above information is only indicative in nature. For full range of benefits available and the conditions and exclusions applicable under the policy, kindly refer to the policy wordings.

**Registered & Corp Office:** Universal Sampo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063, Toll free no: 1800-22-4030/1800-200-4030, IRDAI Reg no: 134, CIN# U66010MH2007PLC166770 E-mail: [contactus@universalsampo.com](mailto:contactus@universalsampo.com), website link [www.universalsampo.com](http://www.universalsampo.com)

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