

CRIME INSURANCE POLICY

In consideration of payment of the premium and subject to the Schedule, the limitations, conditions, provisions and other terms of this policy, the Company and the **Insured** agree as follows:

SECTION 1. INSURING CLAUSES

INSURING CLAUSE 1 - EMPLOYEE THEFT COVERAGE

- 1.1 The Company shall be liable for direct losses of **Money**, **Securities** or other property caused by **Theft** or forgery by any identifiable **Employee** of any **Insured** acting alone or in collusion with others.

INSURING CLAUSE 2 - PREMISES COVERAGE

- 1.2 The Company shall be liable for direct losses caused by the actual destruction, disappearance, wrongful abstraction or **Computer Theft** of **Money** or **Securities** within or from the **Premises**, **Banking Premises** or night depository chute or safe maintained by any bank or trust company.

Coverage under this Insuring Clause shall also include:

- (A) loss of or damage to other property by **Robbery** or attempt thereof within the **Premises**,
- (B) loss of or damage to such property contained within any safe which results from **Safe Burglary** or attempt thereof within the **Premises**,
- (C) damage to a locked safe, cash drawer, cash box or cash register within the **Premises** by felonious entry or attempt thereof or loss by felonious abstraction of such container from within the **Premises**; and
- (D) damage to the **Premises** resulting from such **Safe Burglary** or **Robbery**.

INSURING CLAUSE 3 - TRANSIT COVERAGE

- 1.3 The Company shall be liable for direct losses caused by the actual destruction, disappearance or wrongful abstraction of **Money** or **Securities** outside the **Premises**, while being conveyed by the **Insured**, a partner of the **Insured**, an **Employee**, an armoured motor vehicle company or any other person duly authorised by the **Insured** to have custody thereof or while temporarily within the home of a partner of the **Insured**, an **Employee** or any such other natural person.

Coverage under this Insuring Clause shall also include:

- (A) loss of or damage to other property by **Robbery** or attempt thereof outside the **Premises** while the property is being conveyed by a partner of the **Insured** or an **Employee** or an armoured motor vehicle company; and
- (B) loss by **Theft** of such property while temporarily within the home of a partner or an **Employee**.

INSURING CLAUSE 4 - DEPOSITORS FORGERY COVERAGE

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

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

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

If the **Insured** or the **Insured's** bank of deposit, at the request of the **Insured**, shall refuse to pay any of the foregoing instruments made or drawn as set forth above alleging that the instruments are forged or altered, and this refusal shall result in suit being brought against the **Insured** or bank to enforce payment and the Company shall give its written consent to the defence of the suit, then any reasonable

attorneys' fees, court costs or similar legal expenses incurred and paid by the **Insured** or bank in defence shall be considered a loss under this Insuring Clause, and the liability of the Company for such loss shall be in addition to any other liability under this Insuring Clause.

If, at the **Insured's** request, the Company waives any rights it may have against the bank upon which the instrument was drawn, the **Insured** and the bank shall assign to the Company all of their rights against any other person, firm or corporation.

SECTION 2: EXCLUSIONS

2.1 Exclusions Applicable to All Insuring Clauses.

Coverage under this policy does not apply to:

- (A) loss arising from, or in consequence of any claim, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss; due to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of, or damage to, property by or under the order of any government or public or local authority.
 - (B) loss caused or contributed to by **Theft** or any other fraudulent, dishonest or criminal act committed by a partner of the **Insured**, whether acting alone or in collusion with others;
 - (C) loss involving the cost of reproducing any information contained in any lost or damaged manuscripts, records, accounts, microfilms, tapes or other records;
 - (D) any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this policy;
 - (E) loss of income not realised by the **Insured** as the result of any loss covered under this policy;
 - (F) loss of trade secrets, confidential processing methods or other confidential information of any kind;
 - (G) fees, costs or expenses incurred or paid by the **Insured** in prosecuting or defending any legal proceeding or claim (other than legal proceedings covered under Insuring Clause 4) whether or not such proceeding results or would result in a loss recoverable under this policy;
 - (H) loss unless reported and proved in accordance with Section 4.5 of this policy;
 - (I) loss unless discovered and written notice thereof given to the Company within (1) sixty (60) days following termination of this policy in its entirety or (2) one (1) year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the first named **Insured**; or
 - (J) loss sustained by any **Insured** unless discovered and written notice thereof is given to the Company within sixty (60) days following termination of this policy as to such **Insured**, or
 - (K) loss under any Insuring Clause which is terminated in its entirety unless discovered and written notice thereof given to the Company within sixty (60) days following such termination.
- 2.2 Exclusions Applicable to Insuring Clause 1 Employee Theft Coverage
- Coverage under Insuring Clause 1 does not apply to:
- (A) loss caused by any **Employee** not engaged in the regular service of the **Insured** within the territory set forth in Item 4 of the Schedule;
 - (B) loss caused by an **Employee** if an elected or appointed officer of the **Insured** possesses knowledge of any act or acts of **Theft**, fraud or dishonesty committed by such **Employee**: (1) in the service of the **Insured** or otherwise during the term of employment by the **Insured**, or (2) prior to employment by the **Insured** provided that such conduct involved **Money**, **Securities** or other property valued at Rs. 450,000 or more;
 - (C) loss caused by any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general

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character;

- (D) loss resulting directly or indirectly from trading whether or not in the name of the **Insured** and whether or not in a genuine or fictitious account; or
 - (E) loss or that part of any loss the proof of which involves in any manner (1) a profit and loss computation or comparison or (2) a comparison of inventory records with an actual physical count; provided, however, that where the **Insured** establishes wholly apart from such comparison that it has sustained a loss covered under Insuring Clause 1, and has identified the **Employee** involved, then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed.
- 2.3 Exclusions Applicable to Insuring Clauses 2 Premises Coverage and 3 Transit Coverage
- Coverage under Insuring Clause 2 and 3 does not apply to loss or damage:
- (A) which occurs outside of the territory set forth in Item 4 of the Schedule;
 - (B) due to **Theft** or any other fraudulent, dishonest or criminal act (other than **Safe Burglary** or **Robbery** or attempt thereof) by any **Employee**, director, trustee or authorised representative of the **Insured** whether acting alone or in collusion with others;
 - (C) due to fire, except (1) loss of or damage to **Money or Securities**, or (2) damage to any safe or vault caused by the application of fire thereto for the purpose of **Safe Burglary**;
 - (D) due to the giving or surrendering of **Money or Securities** in any exchange or purchase;
 - (E) of or to manuscripts, records, accounts, microfilm or tapes;
 - (F) due to forgery;
 - (G) of or to **Money, Securities** or other property while in the mail or in the custody of a carrier for hire other than an armoured motor vehicle company;
 - (H) of or to **Money, Securities** or other property while in the custody of any bank, trust company, similar recognised place of safe deposit, armoured motor vehicle company or any person who is duly authorised by the **Insured** to have custody of the property unless the loss is in excess of the amount recovered or received by the **Insured** under (1) the **Insured's** contract, if any, with, or insurance carried by, any of the foregoing, or (2) any other insurance or indemnity in force which would cover the loss in whole or in part, in which case this policy shall cover only such excess;
 - (I) due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing; or
 - (J) of or to **Money, Securities** or other property as a result of kidnap, ransom or other extortion payments (as distinguished from the proceeds of a **Robbery**) surrendered to any person as a result of a threat to do (1) bodily harm to any person, or (2) damage to the **Premises** or other property owned by the **Insured** or held by the **Insured** in any capacity.
- 2.4 Exclusions Applicable to Insuring Clause 4 Depositors Forgery Coverage
- Coverage under Insuring Clause 4 does not apply to loss through forgery or alteration of, on, or in:
- (A) any instrument, if such forgery or alteration is committed by any **Employee** or by any person in collusion with any **Employee**; or
 - (B) any registered or coupon obligations issued or purported to have been issued by the **Insured** or any coupons attached thereto or detached therefrom.

SECTION 3.:GENERAL CONDITIONS

OWNERSHIP

- 3.1 The Company's liability under this policy shall apply only to **Money, Securities** and other property owned by the **Insured** for which the **Insured** is legally liable or held by the **Insured** in any capacity whether or not the **Insured** is liable; provided that the Company shall not be liable for damage to the **Premises** unless the **Insured** is the owner or is liable for such damage.

JOINT INSURED

- 3.2 Only the first named **Insured** shall have any right to claim, adjust, receive or enforce payment of any loss and shall be deemed to be the sole agent of the others for such purposes and for the giving or receiving of any notice or proof required to be given by the terms of this policy and for the purpose of effecting or accepting any amendments to or termination of this policy. Each and every other **Insured** shall be conclusively deemed to have consented and agreed that none of them shall have any direct beneficial interest herein or any right of action hereunder whatsoever and that this policy or any right of action hereon shall not be assignable; but knowledge possessed or discovery made by any **Insured** or by any partner or officer of any **Insured** shall constitute knowledge possessed or discovery made by all of the **Insureds** for the purposes of this policy. All losses and other payments, if any, payable by the Company, shall be payable to the first named **Insured**, without regard to such **Insured's** obligations to others; and the Company shall not be responsible for the proper application of any payment made. The Company shall not be liable for loss sustained by one **Insured** to the advantage of any other **Insured**. If the Company shall agree to and shall make payment to any **Insured** other than the one first named, such payment shall be treated as though made to the first named **Insured**.

CONSOLIDATION OR MERGER

- 3.3 If, through (1) consolidation or merger with, (2) acquisition of the majority stock ownership of, or (3) acquisition of the assets of some other entity, exposures are created which are covered by this policy by reason of the description of the **Insured**, the **Insured** shall give the Company written notice of the consolidation, merger or acquisition within thirty (30) days and shall pay the Company an additional premium; otherwise coverage as may be provided for such other entity shall be null and void from the date of the consolidation, merger or acquisition.

OTHER INSURANCE

- 3.4 If the **Insured** or any other party at interest in any loss covered by this policy has any bond, indemnity or insurance which would cover such loss in whole or in part in the absence of this policy, then this policy shall be null and void to the extent of the amount recoverable or received under such other bond, indemnity or insurance; but this policy shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under such other bond, indemnity or insurance.

Multiple policies involving Bank or other lending or financing entity -
In case there is more than one insurance policy issued to the customer/policyholder covering the same risk, the Company will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk.

LIABILITY FOR PRIOR LOSSES

- 3.5 The liability of the Company for loss sustained prior to (1) the effective date of this policy, or (2) the effective date additional **Insureds** or coverages are subsequently added, is subject to the following:
- (A) the **Insured** or some predecessor in interest of the **Insured** carried some other bond or policy (other than a fidelity bond or policy, with respect to such loss under Insuring Clause 4) which, at the time such loss was sustained, afforded on or at the **Premises** at which the loss was sustained or on the person or persons (whether **Employee** of the **Insured** or not) causing the loss, some or all of the coverage of the Insuring Clause of this policy applicable to the loss; and
 - (B) such prior coverage and the right of claim for loss hereunder continued under the same or some superseding bond or policy without interruption from the time the loss was sustained until the date specified in (1) or (2) above; and
 - (C) the loss shall have been discovered after the expiration of the time for discovery of such loss under the last such bond or policy.

The liability of the Company with respect to such loss shall not exceed the limit of liability under the coverage in force at the time the loss was sustained, or the limit of liability under the Insuring Clause of this policy applicable to the loss, whichever is smaller.

ALTERATION AND ASSIGNMENT

- 3.6 No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement which signed by an authorised employee of HDFC ERGO General Insurance Company Limited.

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SECTION 4.: PROVISIONS AFFECTING LOSS SETTLEMENT

LIMITS OF LIABILITY

- 4.1 (A) The Company's maximum liability for all loss shall not exceed the Limit(s) of Liability as set forth in Item 2 of the Schedule for this policy, regardless of the number of **Insureds** sustaining the loss.
 (B) All loss resulting from a single act or any number of acts of the same **Employee** will be treated as a single loss and the applicable Limit of Liability of this policy will apply.

NON-ACCUMULATION OF LIABILITY

- 4.2 (A) When there is more than one **Insured**, the maximum liability of the Company for loss sustained by one or all **Insureds** shall not exceed the amount for which the Company would be liable if all losses were sustained by any one **Insured**.
 (B) Regardless of the number of years this policy remains in effect and the total premium amounts due or paid, the amount the Company shall pay for any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

DEDUCTIBLE - NO SUPERSEDED INSURANCE CARRIER INVOLVED

- 4.3 From each loss sustained or discovered by the **Insured** after deducting all recoveries (except insurance or sureties held by the **Insured** or the Company for their benefit) on account thereof made prior to payment shall be deducted the amount(s) specified in Item 3 of the Schedule. No deductible shall apply to loss sustained or discovered by any Employee Benefit Plans unless a deductible amount is specified for such Plans in Item 3 of the Schedule.

DEDUCTIBLE - SUPERSEDED INSURANCE CARRIER INVOLVED

- 4.4 Should any loss be discovered which is partly recoverable under this policy and partly recoverable under a prior bond or policy containing a deductible amount, the deductible amount specified in Item 3 of the Schedule shall be reduced by the deductible amount applied to such loss by the superseded insurance carrier.

REPORTING OF LOSS - LEGAL PROCEEDINGS AND INSURED CLAIMS PROCEDURES

- 4.5 As a condition precedent to liability, upon knowledge or discovery by a proprietor, partner or officer of any **Insured** of loss or of an occurrence which may become a loss, written notice shall be given to the Company at the earliest practicable moment, and in no event later than sixty (60) days after such discovery. Within four (4) months after such discovery the **Insured** shall furnish to the Company affirmative proof of loss with full particulars. The proof of loss shall be accompanied by any and all documents relevant to such loss, including but not limited to internal or external records of any kind, correspondence, legal documents or such other documents as the Company may deem necessary for claim handling. Proof of loss under Insuring Clause 4 shall include the instrument which is the basis of claim for the loss; but if it shall be impossible to file the instrument, the affidavit of the **Insured** or the **Insured's** bank of deposit setting forth the amount and cause of the loss shall be accepted instead. Such complete written notice and supporting documentation shall form the basis of the Company's assessment of loss.

Legal proceedings for recovery of any loss hereunder shall not be brought after the expiration of three (3) years from the discovery of such loss, except that any legal proceedings to recover hereunder on account of any judgment against the **Insured** or any of the **Insured's** banks of deposit in any suit referred to in Insuring Clause 4, or to recover any such expenses paid in any such suit shall be begun within three (3) years from the date upon which the judgment in such suit shall become final. If any limitation embodied herein is prohibited by any law controlling the construction, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

At the Company's request, the **Insured** shall submit to examination by the Company, subscribe the same under oath if required, and produce for the Company's examination all pertinent records at such reasonable times and places as the Company shall designate, and shall co-operate with the Company in all matters pertaining to any loss or claim.

All notices to the Company shall be given in writing addressed as:

Notice of claim or circumstances which could give rise to claim:
 Claims Department Manager
 HDFC ERGO General Insurance Company Limited, 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East, Mumbai - 400 059, India.

All other notices:

Specialty Insurance Department
 HDFC ERGO General Insurance Company Limited, 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East, Mumbai - 400 059, India.

Such notice shall be effective on the date of receipt by the Company at such address.

VALUATION

- 4.6 In no event shall the Company be liable for more than:

- (A) the actual market value of lost, damaged or destroyed **Securities** at the close of business on the business day immediately preceding the day on which the loss is discovered, or for more than the actual cost of replacing the **Securities**, whichever is less;
- (B) the cost of blank books, pages, tapes or other blank materials to replace lost or damaged books of account or other records;
- (C) the actual cash value at the time of loss of other lost, damaged or destroyed property or for more than the actual cost of repairing or replacing the property with property of similar quality and value, whichever is less; or
- (D) the Rupee value of a foreign currency based on the cash rate of exchange published by the Reserve Bank of India on the day any loss involving foreign currency is discovered.

RECOVERIES

- 4.7 If the **Insured** shall sustain any loss covered by this policy, then all recoveries (except from sureties, insurance, reinsurance or indemnity taken by or for the benefit of the Company) made after the loss, less the actual cost of recovery, shall be distributed as follows:

- (A) if the loss is not subject to a deductible, the **Insured** shall be fully reimbursed from such recoveries for the amount of the loss which exceeds the amount of coverage provided by this policy and any balance shall be applied to the reimbursement of the Company;
- (B) if the loss is subject to a deductible, the **Insured** shall be reimbursed from such recoveries for any loss which exceeds the amount of coverage provided by this policy less the deductible amount, any balance shall be applied to reimbursement of the Company to the extent of its loss and any remainder paid to the **Insured**. If there is no excess loss the total recoveries shall be distributed first in reimbursement to the Company to the extent of its loss and any remainder paid to the **Insured**.

SUBROGATION

- 4.8 In the event of any payment under this policy, the Company shall be subrogated, to the extent of such payment, to all the **Insured's** rights of recovery and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company to effectively bring suit in the name of the **Insured**.

KNOWLEDGE OF PRIOR THEFT

- 4.9 For the purposes of this policy and the exclusions contained in Section 2.2(B), knowledge possessed by the **Insured** means knowledge possessed by a partner, director or an elected or appointed officer who is aware of the employment of a person and that person's prior acts of **Theft**, fraud or dishonesty.

At the sole discretion of the Company, coverage may be extended to any individual upon written application by the **Insured** and consent given by the Company.

SECTION 5.: EMPLOYEE BENEFIT PLANS

EMPLOYEE BENEFIT PLANS

- 5.1 The Employee Benefit Plans listed in item 5 of the Schedule are included as **Insureds** under Insuring Clause 1. With respect to losses sustained or discovered by any such Plan, Insuring Clause 1 as contained in Section 1.1 is deleted and replaced by the following:

"The Company shall be liable for direct losses for **Money**, **Securities** or other property caused by any fraudulent or dishonest act or acts committed by any **Employee** of any **Insured** acting alone or in collusion with others."

For the purposes of Employee Benefit Plan Coverage, the words "sixty days" are deleted from Section 2.1 wherever they appear and the words "one year"

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are substituted in their place.

- 5.2 In compliance with Title 1 of the U.S. Employee Retirement Income Security Act of 1974, as amended, or similar provision of any national, state, territory or local statutory or common law any where in the world, payment by the Company under this policy to the first named **Insured** shall be held by such **Insured** for the use and benefit of the Employee Benefit Plans sustaining such loss. If such payment is in excess of the amount of coverage required by such Act for said Plans, such excess shall be held for the use and benefit of any other named Plans should such Plans also discover loss recoverable hereunder. If **Money, Securities** or other property of two or more Employee Benefit Plans named above are commingled, recovery hereunder for loss of such **Money, Securities** or other property shall be shared by such Plans on a pro rata basis in accordance with the amount of coverage each such Plan is required to carry by such Act.

SECTION 6.: TERMINATION PROVISIONS

TERMINATION AS TO ANY EMPLOYEE

- 6.1 This policy shall terminate as to any **Employee** (1) immediately upon discovery by the **Insured**, any partner of the **Insured** or any elected or appointed officer of the **Insured** (not in collusion with such **Employee**) of any act of **Theft** or other fraudulent or dishonest act by the **Employee**, without prejudice to the loss of any property then being conveyed by the **Employee** outside the **Premises**, or (2) twenty (20) days after the receipt by the **Insured** of a written notice of termination from the Company, whichever first occurs.

TERMINATION OF POLICY OR INSURING CLAUSE

- 6.2 The Insured can cancel the policy at any time during the policy term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured. The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

TERMINATION OF PRIOR BONDS OR POLICIES

- 6.3 The taking effect of this policy shall terminate, if not already terminated, all previous liability of the Company to the Insured under bonds or policies specified in Item 8 of the Schedule of this policy. By reason of the issuance of this policy, the prior bonds or policies shall not cover any loss not discovered and notified to the Company prior to the effective date of this policy as specified in Item 6 of the Schedule.

SECTION 7.: POLICY DEFINITIONS

When used in this policy:

Banking Premises means the interior of that portion of any building or buildings occupied by any bank, trust company or similar recognised place of safe deposit.

Computer Theft means the intentional taking of **Money** or **Securities** through use of a computer located at the **Insured's Premises** or elsewhere.

Employee means one or more persons while in the regular service of any **Insured** in the ordinary course of the **Insured's** business during the term of this policy and whom any **Insured** compensates by salary, wages and/or commissions and has the right to govern and direct in the performance of such service; and shall also mean:

- (A) any non-compensated officer of any **Insured**.
- (B) any former Employee for a period not exceeding thirty (30) days following termination of such person's services,
- (C) any director or trustee of any **Insured** while performing acts coming within the scope of the usual duties of an employee,
- (D) any individual or individuals assigned to perform employee duties for any **Insured**, within the **Insured's Premises**, by any agency furnishing temporary personnel on a contingent or part-time basis; provided, however, that this policy does not cover any loss caused by any such individual if such loss is also covered by any insurance or sureties held by the agency furnishing such temporary personnel to the **Insured**, and
- (E) any one or more of the natural persons while in the service of any Employee Benefit Plan (included as **Insureds** herein) as fiduciary, trustee, administrator, officer, or employee and any other natural person required to be bonded by Title 1 of the U.S. Employee Retirement Income Security Act of 1974 as amended, or similar provision of any national, state, territory or local statutory or common law any where in the world.

Insured means, collectively, those organisations designated in Item 1 of the Schedule for this policy and any **Subsidiary**.

Money means only currency, coin, bank notes and bullion.

Premises means that portion or the interior of any building occupied by the **Insured** in conducting its business.

Robbery means the unlawful taking of insured property from an **Insured**, a partner of the **Insured**, an **Employee** or any other person authorised by the **Insured** to have custody of the property by violence, threat of violence or other overt felonious act committed in the presence and cognisance of such person, except any person acting as a watchman, porter or janitor.

Safe Burglary means the felonious abstraction of insured property from within a vault or safe located within the **Premises** by a person making felonious entry into such vault or safe and any vault containing the safe, when all doors thereof are duly closed and locked by at least one combination or time lock, provided that such entry shall be made by actual force and violence, demonstrated by visible marks made by tools, electricity, gas or other chemicals upon the exterior of (1) a door or doors of such vault or safe and any vault containing the safe, if entry is made through such doors, or (2) the top, bottom or walls of such vault or safe and any vault containing the safe through which entry is made, if not made through such doors.

Securities means all negotiable and non-negotiable instruments or contracts representing either **Money** or other property, including revenue and other stamps in current use, tokens and tickets, but not including **Money**.

Subsidiary means any organisation in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is or was owned or controlled, directly or indirectly, in any combination, by one or more **Insureds**.

Theft means the unlawful taking of **Money, Securities** or other property to the deprivation of the **Insured**.

For the purposes of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

SECTION 8.: TERRITORY, CHOICE OF LAW AND JURISDICTION

Coverage shall extend only to the Territory as listed in Item 4. of the Schedule for this policy.

The construction, interpretation, meaning and enforcement of the provisions of this policy shall be determined in accordance with and governed by the laws of the Republic of India. Except as set forth in Section 9 of this policy, any disputes relating to the construction, interpretation, meaning and enforcement of this policy shall be submitted to the exclusive jurisdiction of the Indian courts.

SECTION 9.: GRIEVANCE REDRESSAL

Any Insured who has a grievance against the Company arising under, out of, in connection with or in relation to this Policy, or to its existence, validity or termination, or to the determination of any amounts payable under this Policy, may, personally or through their legal heirs, make a complaint in writing to the Indian Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998, as amended. Provided that, in accordance with Rule 16(2) of the Ombudsman Rules, any compensation awarded by the Ombudsman will be limited to the lower of the amount necessary to cover the loss suffered by the Insured as a direct consequence of the insured peril or Rupees Twenty Lakhs only (Rs. 20 lakhs), inclusive of any ex-gratia and other expenses. At the prior written request of the Insured, the Company shall make available a copy of said Rules to such Insured.

SECTION 10.: ARBITRATION

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

SECTION 11.: FRAUD

- (A) Any person who, knowingly and with intent to defraud the Company or other person, files a proposal for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which will render the policy voidable at the Company's sole discretion and result in a denial of insurance benefits.
- (B) If a claim is in any respect fraudulent, or if any fraudulent or false plan, specification, estimate, deed, book, account entry, voucher, invoice or other document, proof or explanation is produced, or any fraudulent means or devices are used by the Insured, policyholder, beneficiary, claimant or by anyone acting on their behalf to obtain any benefit under this policy, or if any false statutory declaration is made or used in support thereof, or if loss is

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occasioned by or through the procurement or with the knowledge or connivance of the Insured, policyholder, beneficiary, claimant or other person, then all benefits under this policy are forfeited.

SECTION 12.: CONFORMITY

The provisions of this Policy shall be read subject to the provisions of any statute governing its construction. If the provisions of this policy are inconsistent with such statute then the provisions of this policy shall be deemed to be amended so as to

comply with the statute.

SECTION 10.: ARBITRATION

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996

Contact Us

	Within India	Outside India
Claim Intimation:	Customer Service No. 022-62346234 / 0120-62346234 Email: healthclaims@hdfcergo.com	Toll Free No: 800 08250825 Global Toll Free No : +800 08250825 (accessible from locations outside India only) Landline no (Chargeable) : 0120-4507250 Email: travelclaims@hdfcergo.com Email: healthclaims@hdfcergo.com
Claim document submission at address	HDFC ERGO General Insurance Co. Ltd. Stellar IT Park, Tower-1, 5th Floor, C - 25, Noida, Sector 62, 201301, Uttar Pradesh Email: healthclaims@hdfcergo.com	HDFC ERGO General Insurance Co. Ltd. Stellar IT Park, Tower-1, 5th Floor, C - 25, Noida, Sector 62, 201301, Uttar Pradesh, Global Toll Free No : +800 08250825 (accessible from locations outside India only) Landline no (Chargeable) : 0120-4507250 Email: travelclaims@hdfcergo.com Email: healthclaims@hdfcergo.com

I. Our Grievance Redressal Officer

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

Our Grievance Redressal Officer

- Call Centre - 120 6234 6234 / 022-6234 6234
- Emails – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 | Email ID: seniorcitizen@hdfcergo.com Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

**The Complaint & Grievance Redressal Cell ,
HDFC ERGO General Insurance The Company Ltd.
D-301,3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

To the Chief Grievance Officer

**HDFC ERGO General Insurance The Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management system- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

CRIME INSURANCE POLICY

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.ahmedabad@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
CHANDIGARH Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in	States of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: bimalokpal.chandigarh@cioins.co.in	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi, 4 Districts of Haryana viz. Gurugram, Faridabad, Sonepat and Bahadurgarh
GUWAHATI , Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@ecoi.co.in	State of Andhra Pradesh, Telangana and Yanam - a part of Union Territory of Puducherry.
JAIPUR Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 — 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.

CRIME INSURANCE POLICY

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Details	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
KOCHI Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	States of Kerala and Union Territory of (a) Lakshadweep (b) Mahe - a part of Union Territory of Puducherry.
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands.
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahrailch, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santakbirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE Office of the Insurance Ombudsman, JeevanDarshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.