

Money Insurance Policy - addons

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to HDFC ERGO General Insurance Company Ltd. (hereinafter called the "Company") for the Insurance hereinafter contained and has paid the premium stated in the said Schedule as consideration for such insurance during the period stated in the said Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy (hereinafter called the "Policy").

In the event of loss of Money belonging to the business or profession of the Insured due to accident or misfortune happening during the currency of the Policy, the Company hereby agrees subject to the terms, condition and exclusions herein contained, endorsed or otherwise expressed hereon, to pay the Insured the amount(s) of loss in the circumstances or situations as set out in the Schedule, provided always that the limit of the Company's liability for Any One Loss shall in no case exceed the amount specified against the respective Item in the said Schedule and the Company's liability under more than one such occurrence during the Period of Insurance as set out in the Schedule shall not in the aggregate, exceed the Sum Insured.

The Company will pay for cost of replacement or repair of the Insured's safe or strongroom or cash box at the Insured's premises in the event of it being damaged by thieves or burglars subject to Limit of Any One Loss and Sum Insured as aforesaid.

DEFINITIONS

Accident or Misfortune: Accident or Misfortune means a sudden, unforeseen and unexpected event happening by chance.

Money: Money shall mean and include Cash, Coins, Bank Draft, Currency Notes, Cheques, Traveller's Cheque, Postal Order, Money Order, Pay Order and Current Postage Stamps. Bank shall mean and include Bank of every description, Post Office and Government Treasury.

Sum Insured: Sum Insured mentioned in the Policy Schedule is the maximum sum payable as a whole under the Policy during the Period of Insurance, for all the insured perils.

TRANSIT SECURITY WARRANTY

All transits of Money in excess of Rs.1,00,000/- (Rupees One Lakh Only) shall be in a locked briefcase conveyed as far as practicable in a motor vehicle. The briefcase shall at all times be accompanied by at least one responsible employee of the Insured.

EXCLUSIONS

The Company shall not be liable in respect of:

1. Shortage in Money due to error or omission.
2. Loss of money entrusted to any person other than the insured or an authorized employee or directors of the Insured.
3. Loss of Money where the Insured or his/its employee or director is involved in such loss as principal or accessory, except where loss is caused due to fraud or dishonesty of Insured's authorized employee or director carrying Money whilst in transit and such loss is discovered within 48 hours thereafter.
4. Loss occasioned by Riot, Strike.
5. Money carried under contract of affreightment and theft of money from unattended vehicle.
6. Loss of or Damage to money in transit by post.
7. Loss of money collected by authorized employee/s and or directors of the Insured whilst they are in transit if such Money has remained in their personal custody for more than 72 hours.
8. Loss of Money from safe or strong room using keys to such safe or strong room belonging to the Insured, or any duplicate thereof, unless the keys have been obtained by violence or a threat of use thereof.
9. Loss of or damage to Money whether direct or indirect arising from war, War-like operation, Act or foreign Enemy, Hostilities (Whether war be declared or not) Civil War, Rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, Confiscation, Arrest, Restraint and Detainment by the order of any Government or any other authority. In any action, suit or other proceeding where the Company alleges that by reason of the above provisions any loss or damaged is not covered by this insurance, the burden of proving that such loss or damage is covered, shall be upon the Insured.
10. This Policy does not cover loss or contingency attributable directly or indirectly

to:

- a. Acts of Terrorism. Loss or 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 such action taken in respect of any act of terrorism shall also be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism.

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.

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

- b. War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

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

- c. Ionising radiation or contamination by radioactivity from any source whatsoever.
- d. Nuclear weapons material.

11. Consequential or indirect loss or damage which is not the direct result of insured perils, nor does the policy cover apprehended loss or damage or contractual liability or legal liability of any kind.
12. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risk hereby insured against is unnecessarily increased.
13. The Company shall not be liable for loss attributable to willful acts or gross negligence on the part of the Insured, its employees, directors or any other person acting on their behalf.

SPECIAL CONDITIONS

1. MAINTENANCE OF BOOKS AND KEYS: The Insured shall keep a daily record of the amount of cash contained in the safe or strong room at the Insured's premises and such record shall be deposited in a secure place other than the said safe or strong room, and produced as evidence in support of a claim under this Policy. The keys of the safe or strong room shall not be left on the Insured's premises beyond business hours unless such premises are occupied by the Insured or any other authorised employee of the Insured in which case such keys if left on the Insured's premises shall be deposited in a secure place which is not in the vicinity of the safe or the strong room.
2. RIGHTS OF RECOVERY: The Company shall be entitled in the name of the Insured to have the absolute conduct and control of all or any proceeding that it considers necessary for the purpose of tracing and recovering Money lost or securing reimbursement in respect of Money lost and the Insured shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceeding and in the event of any or all of the Money being recovered, it shall be imperative upon the Insured to refund to the Company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total amount of Money lost.
3. AGREED BANK CLAUSE: It is hereby declared and agreed:-
 - a. That upon any monies becoming payable under this Policy the same

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shall be paid by the Company to the Bank (which shall mean any person having financial interest in the insured property) and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

- b. That the receipts of the monies by Bank shall result in a complete discharge of the Company thereof and shall be binding on all the parties insured hereunder.
- c. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made to the Insured if given or made to the Bank.
- d. That any adjustment, settlement, compromise in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on the parties insured hereunder.
- e. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of general condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated so far as it relates to the interest of the Bank by any act or omission on the part of any other party insured hereunder whereby the risk is increased without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alteration or increase in hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to Company necessary additional premium from the time when such increase in hazards first took place, and;
- f. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss under this Policy and shall claim that as to Insured no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Insured or any other party or parties insured hereunder or from any securities or funds available.

which but for the employee's/ director's dishonesty would have been due to the employee/ director from the Insured shall be deducted from the amount otherwise payable under this Policy. Any Money recovered after the settlement of any claim shall be the property of the Company not exceeding however, the amount paid by the Company.

- 5. The Insured shall if and when required by the Company but at the expenses of the Company, use all diligence in prosecuting any of the employees/ directors to conviction for any act which such employee/ director shall have committed and in consequence of which a claim has been made under the Policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such employee/ director by reason of whose acts or defaults a claim has been made or from the estate of any such employee/ director or Money which the Company shall have become liable to pay in respect thereof.
- 6. Unless the Company be advised and the Company's written approval be obtained by the Insured, the Company shall not be liable hereunder in the event of any change in the nature of the business of the Insured or in the duties and condition of service of the employee/ director or if remuneration of the employee/ director be reduced or its basis altered or if the precautions stated to have been and which shall be undertaken by the Insured with regard to accounting be not duly followed, or if the Insured shall continue to entrust an authorised employee/ director with Money after having knowledge of any material fact that has a bearing on the honesty of the authorised employee/ director.
- 7. If required by the Company, an agent of the Company shall in case of any loss to the Insured, be permitted at all reasonable times to examine the circumstances of such loss and the Insured shall on being required to do so by the Company, produce all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company in so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this policy.
- 8. This Policy shall be void and all premium paid hereon shall be forfeited to the Company at the Company's sole discretion in the event of misrepresentation, misdescription or nondisclosure of any material fact or adoption of fraudulent means to obtain any benefit under this Policy.
- 9. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits and rights under the policy shall be forfeited.
- 10. The Company shall be entitled at its own expense and for its own benefit in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the employee/ director in respect of any act insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights.
- 11. 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.
- 12. The Company shall not be bound to accept any renewal premium nor to give notice that such is due. Every renewal premium which shall be paid and accepted in respect of this Policy shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result in or have the effect of enhancing the risk of the Company under the guarantee hereby given. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.
- 13. The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to any contract of insurance but the receipt of the Insured or his legal representative in respect of any amounts payable by the Company to the Insured under this Policy shall in all cases be an effectual discharge to the Company.
- 14. In the event that any of the circumstances in relation to the conditions provided for herein and imposed on the Insured coming to the knowledge of any official of the Company, the same shall not be notice to, or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.
- 15. Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the corporate office of the Company as mentioned in the schedule. Every notice and communication to the Insured shall be sent to the Insured at the address specified in the Schedule.

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16. In any action, suit or other proceedings where the Company alleges that by reason of the provisions hereof, any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.
17. The due observance and fulfillment of the terms, conditions, provisions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.
18. The Insured agrees not to transfer or assign his interest in this Policy unless the Company consents to the transfer in writing.
19. It is hereby expressly agreed and declared that if the Company disclaims liability to the Insured for any claim made under this Policy, and such claim is not, within 12 calendar months from the date of such disclaimer, made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.
20. No sum payable under this Policy shall carry any interest or penalty.
21. Where proposal forms are not received, information obtained from the Insured whether orally or otherwise is captured in the cover note, if issued, and/ or in the policy document. The Insured shall point out to the Company, discrepancies, if any, in the information contained in the Policy document within 15 days from the Policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.
22. This Policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in respect of any dispute arising hereunder.
23. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules, however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.

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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:

- Contact Us - 022 6158 2020/ 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.

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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.

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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.