

BANKERS' INDEMNITY INSURANCE POLICY

WHEREAS THE INSURED named on the Schedule hereto has made to The NEW INDIA ASSURANCE CO.LIMITED (HEREINAFTER CALLED THE `Company') a written proposal and declaration (specified in the Schedule) which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained, and has paid the premium stated therein, subject to the terms, conditions, provision, exceptions contained herein or endorsed or otherwise expressed herein. THE COMPANY HEREBY AGREES TO INDEMNIFY THE INSURED TO THE EXTENT SPECIFIED HEREAFTER if at any time during the period of insurance stated in the schedule, or any specified period in respect of which the insured shall have paid and the company shall have accepted the premium for the renewal thereof, the insured shall discover any direct loss of money and/or securities sustained :

A. ON PREMISES

By reason of any money and/or securities for which the insured are responsible or interested in or the custody of which they have undertaken and which now are, or are by them supposed or believed to be or at any time during the period of insurance may be in or upon their own premises (including Mobile Offices) or upon the premises of their Bankers in any recognised place of safe deposit or lodged or deposited in the ordinary course of business for exchange, conversion with the issuers thereof, or with any agents of such issuers or with any person employed to procure or manage the exchange, conversion registration thereof, being (while so in or on such premises or so placed, lodged or deposited as aforesaid) lost, destroyed or otherwise made away by Fire, Riot and Strike, malicious damage & Terrorist riks, Burglary or Housebreaking, Theft, Robbery or hold-up, whether within or without and whether by the employees of the Insured or any other person or persons whomsoever:

B. IN TRANSIT:

By reason of any Money and/or Securities being lost, stolen, mislaid misappropriated or made away with, whether due to the negligence or fraud of the employees of the insured or otherwise, whilst in transit in the hands of such employees, such risk of transit to commence from the moment the same is received by the employee on behalf of the insured and to continue until delivery thereof at destination :

C. FORGERY OR ALTERATION

By reason of the payment made in respect of bogus or fictitious or forged or raised cheques and/or drafts and/or genuine cheques and/or Travellers' cheques and/or Gift cheques and/or drafts and / or Fixed Deposit Receipts (exclluding Bills of Discount and other credit facilities) issued by the Insured bearing forged

endorsements or the establishment of any credit to any customers on the faith of such documents whether received over the Counter or through the Clearing House or by Mail:

D. DISHONESTY:

By reason of the dishonest or criminal act of the employee(s) of the insured with respect to the loss of Money and / or Securities wherever committed and whether committed singly or in connivance with others.

E. HYPOTHECATED GOODS

By reason of fraud and/or dishonesty by the employee(s) of the insured in respect of any goods land/or commodities pledged or hypothecated to the insured and under the insured's control :

F. REGISTERED POSTAL SENDINGS

By reason of loss by robbery theft on by other causes not herein excepted whilst in direct transit or intended to be despatched by Registered Insured Post from the office of the insured to the consignee provided that each post parcel shall be insured with the Post Office ;
Provided always that the Company's liability for any one consignment and/or loss is limited to 15% (fifteen percent) of the basic Sum Insured or Rs. 2,50,000/- whichever is less :

G. APPRAISERS

By reason of infidelity on criminal acts on the part of Appraisers provided that such Appraisers are on the approved list of Appraisers maintained by the insured and further provided that the insured shall exercise reasonable precaution and safeguards in the selection and appointment of such Appraisers.
Provided always that the Company's liability for any one loss or all losses during the period of insurance due to infidelity or criminal acts of each of such Appraisers will be limited to 5% (five percent) of the basic Sum Insured under this Policy or Rs. 50,000/- whichever is less.

H. JANATA AGENTS/CHHOTI BACHAT YOJNA AGENTS PYGMIE COLLECTORS

i)By reason of loss of money by theft ,robbery or hold-up whilst in the custody of Janata agents/Choti bachat yojana agents/pygmie collectors or persons performing duties of like nature,
ii)By reason of infidelity or criminal act on the part of the Janata agents/Chhoti Bachat Yojna agentspygmie collectors or persons performing duties of a like nature,
Provided that
such agents are regular part/time commercial agent of the bank and are appointed after full scrutiny about their credential guaranteed by two reliable independent persons, subject to the condition that the total liability during the period of insurance in respect of each such agent will be limited to 5% (five per

cent.) of the basic Sum Insured under this policy or Rs. 20,000 whichever is lower.

: 16 :

THE INDEMNITY GRANTED UNDER THIS POLICY IN RESPECT OF SUCH DIRECT LOSSES WILL NOT EXCEED:

(a) The Sum Insured hereby :

i) In respect of any loss or losses caused by acts and /or omissions of any Employees(S) of the insured, either singly or jointly with other Employees, or acts and/ or omissions in which such a person is concern or implicated either as a single act and/or omission or a series of acts and/or omissions, during any one period of insurance:

ii) In respect of any one casualty or event.

(b) Subject to(a) above twice the sum insured hereby in respect of all losses in any one period of insurance.

DEFINITIONS :

(a) MONEY : The term 'Money' as used in this policy shall be deemed to mean Bank Notes (signed and unsigned), Bullion, Coins, Currency, Jewellery Precious Stones and Ornaments, Pledged with Banks, Postage, Revenue Stamps (uncancelled) & Stamp papers.

(b) SECURITIES : The term 'Securities' as used in this policy shall be deemed to mean Acceptances, Air/Consignment Notes, Bank Money Orders, Bills of Exchange, Bills of lading, Bonds, Certificates of deposits, Certificates of Shares, Stock, Cheques, Coupons, Debenture, Demand Drafts, Express Postal Orders, Fixed Deposit Receipts issued by the insured, lorry Receipts, Lottery Ticket, Postal Receipts, Promissory Notes, Railway Receipts, Time Drafts, Warehouse Receipts Mail Transfers, Travellers' Cheques and drafts and all other instruments of a negotiable character in respect of which, if negotiated any holder, the Assured would have no recourse against the innocent holder thereof.

(c) EMPLOYEES : The term 'Employee' as used in this policy shall be deemed to mean all existing employees (Officers Clerks or Sub-Staff) whether permanent or temporary, whole-time or part-time on contract or otherwise including apprentices, on the salary roll of the bank at all of its offices but shall NOT include any Director or Partner other than salaried.

PROVISOS

(a) EXCESS : Insured shall bear the first 25% of each loss under items 'A' to 'E' or 2% of the basic Sum Insured whichever is higher, but not exceeding the amount specified in the Schedule. Each loss in respect of each dishonest or criminal act shall be

treated as a separate loss.

This excess will however not apply to loss or damage arising out of Fire, Riot & Strike. In respect of item F, G, H of the policy (i.e. Registered Postal sendings, Appraisers & Janata Agent etc.) the excess applicable will be 25% of the claim amount.

: 17 :

(b) REINSTATEMENT : "At all times during the period of insurance of this Policy, the insurance cover will be maintained to the full extent of the respective sums insured, in consideration of which, upon the settlement of any loss under this policy, pro-rata premium at the basic rate for the unexpired period for the amount of such loss paid (not exceeding the respective sum insured) shall be payable by the insured to the Company. The additional premium referred to above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent shall be available, notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following discovery of a loss. The intention of this clause is to ensure continuity of the cover to the insured subject only to the right of the Company for deduction from the claim amount when settled, of pro-rata premium to be calculated from the date of discovery of each independent loss till expiry of the policy under which the loss falls.. Provided that the liability of the Company will be limited to twice the respective Sum Insured during the entire period of the policy in respect of any loss or losses caused by acts and/or omission of any persons."

(c) RETRO-ACTIVE PERIOD OF COVER : The Company shall not be liable

- (i) for losses not discovered within the period of this insurance.
- (ii) in the event of non-renewal or cancellation of this policy, for losses not discovered within six calendar months following the date of expiry or the date of cancellation as the case may be (provided only that if there be any other insurance in force during the said six calendar months whether effected by the insured or otherwise this Policy shall not cover or contribute to any loss covered by such other insurance). The Reinstatement provision will not apply to such losses discovered within six calendar months from the date of non-renewal or cancellation.
- (iii) For any losses discovered or intimated after the date of cancellation advice by the insured ,in case the policy has been cancelled at the request of the insured.
- (iv) for losses not sustained within the retroactive period not exceeding two years prior to the date of discovery of any such loss or losses.

Provided that in such retroactive period the Insurance was continuously in force with the same Company but in no event the Company shall be liable to pay any claim in respect of a loss or damage sustained prior to the inception of the original Policy.

Further, provided that losses which become payable under this clause shall be subject to the terms, conditions exceptions of the Policy currently in force on the date of discovery.

: 18 :

(d) VALUATION OF SECURITIES : in estimating the amount of any loss, the value, of securities shall be taken at the average market price or value in Rupees on the date of discovery of such loss (omitting Sundays and Holidays) and if there be no market price/or value for same or any of them on such day, then the value thereof shall be the value as agreed between the respective parties or in the event of difference as ascertained by arbitration.

(e) VALUATION OF JEWELLERY/ORNAMENTS : Value for the purpose of settlement of any claim in respect of Jewellery/Ornaments under this Policy shall be as per the 100% value as recorded in the register of the bank at the time of pledging of jewellery or ornaments or value recorded in the bank's register after latest valuation.

EXCEPTIONS

The Company shall not be liable in respect of :

- (a) Any loss or damage occasioned by or through or in consequence whether directly or indirectly of any of the following occurrences:
 - (i) Earthquake, volcanic eruption, subterranean fire, or any other convulsions of nature;
 - (ii) Flood, inundation, Hurricane, Typhoon, Storm, Tempest, Tornado, Cyclone or Atmospheric disturbances (not applicable to mobile Offices);
 - (iii) War, invasion, act of foreign enemy, hostilities or war-like operation (whether war be declared or not), civil war;
 - (iv) Mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of seige or any of the events or causes which determine the proclamation or maintenance of martial law or state of seige.

Any loss happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly of any of the said occurrences shall be deemed to be loss which is not covered

by this except to the extent that the insured shall prove that such loss happened independently of the existence of such abnormal conditions.

(b) losses resulting wholly or partially from any negligent act or omission of the insured employee. However, this exception does not apply to Section 'B' i.e. in Transit Cover.

(c) losses resulting wholly or partially from the wrongful act or default of any directors or partners of the insured other than salaried.

: 19 :

(d) losses of any money and/or securities and/or personal property confided to the care of insured, normal value and description of which have not been ascertained by the Insured before loss.

(e) losses resulting directly or indirectly from trading, actual or fictitious, whether in the name of the insured or otherwise and whether or not within the knowledge of the insured, and notwithstanding any act or omission on the part of any employee in connection therewith whether acting within the scope of authority or not or with any account recording the same.

(f) (i) Loss, destruction of or damage to any property whatsoever of any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

(ii) Any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any source whatsoever or from nuclear weapons material.

(g) Losses attributable directly or indirectly to a manipulation or faulty computer or other EDP system and/or any fraudulent use of the computer or other EDP system by the employee or outsiders, irrespective of whether the computer or EDP system belongs to the insured or it is shared by the insured with others on service contract basis or otherwise.

(h) Losses due to any acts or omissions committed by the concerned employee(s) after the discovery of a loss in which the said employee(s) was involved.

(i) Losses arising directly or indirectly out of any use of automated teller machines

CONDITIONS

1. NOTICE : Every notice or communication to be given or made

under this Policy shall be delivered in writing to the Office of the Company with which this insurance is effected.

2. MISDESCRIPTION : This Policy shall be void and all premium paid hereon shall be forfeited by the Company in the event of mis-representation, misdescription or non-disclosure of any material particular.

3. REASONABLE CARE : The Insured shall take all reasonable steps to safeguard the property insured against any accident loss or damage and to secure all doors, windows and other openings and all safes, strong room etc.

4. CANCELLATION CLAUSE: The Company can cancel the policy by sending fifteen days notice by Registered Post to the Insured at the last known address and in such event

: 20 :

return to the Insured the premium charged under the policy calculated on prorata basis for the unexpired period of the policy. The policy may be cancelled at any time by the Insured on fifteen days notice (Provided no claim has been paid or reported till the date of advice of cancellation) and the Insured shall be entitled return of premium less premium at the Company's short period rates for the period the policy has been in force.

5. CONDITIONS PRECEDENT TO LIABILITY :

It is a condition precedent to any liability under this policy that the Insured shall comply in all material respect with the following:-

(a) Premises :

The insured shall install alarm system at all vulnerable branches of the Banks. In respect of branches holding Rs.50 lacs not exceeding Rs.1 crore, apart from installing alarm system, the insured Bank should have additional security arrangements to safeguard the property insured against.

In respect of branches holding amount exceeding Rs. 1 crore and also in respect of currency chests branches apart from alarm systems the insured shall make arrangements for every additional security to safeguard the property insured against.

(b) For cash-in-transit exceeding Rs5 lacs and upto Rs.10 lacs one escort with fire arm shall be provided.

For cash-in-transit exceeding Rs.10 lacs, two guards with fire arms shall escort, out of which one shall sit along-with the driver and other at the rear irrespective of

whether the insured's own vehicle is used or whether a private vehicle is engaged.

A manual of instructions covering the procedure for money and/or securities shall be kept on the premises. Joint custody shall be established and maintained for the safeguarding of -

- i) money and/or securities while in safes or vaults
- ii) all keys to safes and vaults, and
- iii) codes, cyphers and test keys.

Joint custody means the handling of the above in the presence of or under the observation of at least one other person, such person being equally accountable for the physical protection and safeguarding of the various security items including money locks and combinations of vaults and safes must be so arranged that no one person can open them alone.

: 21 :

Dual control shall be established and maintained for the handling of

- i) all types of securities, negotiable and non-negotiable instruments and unissued and blank forms of said items.
- ii) the reserve supply of official cheques, drafts and unissued traveller's cheques.
- iii) dormant accounts of depositors.
- iv) codes, cyphers and test keys.

(Dual Control means the work of one person in processing transactions being verified by a second person and both sharing the accountability.)

There should be joint rotation for employees handling money and/or securities.

In addition to the normal audit of books of accounts of the business by the Insured's statutory auditor there shall be a review of internal controls at least once in two financial years at all premises.

Premises including Insured's computer centres and facilities at which the business is carried on and shall retain the cards relating to such review.

6. CLAIMS PROCEDURE

The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy :-

- a) lodge forthwith a complaint with the Police and take all practicable steps to recover the property lost & to apprehend the guilty person and take appropriate Departmental action against him.
- b) give immediate notice thereof to the Company and shall as soon as possible thereafter furnish to the Company at the Insured's own expense detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.

7) EXAMINATION OF BOOKS OF ACCOUNTS :

In case of any loss to the Insured, if required by the Company, the Agent of the Company shall be entitled at all reasonable time to examine into the circumstances of such loss and the Insured shall on being required so to do by the Company produce all books, accounts, receipts

: 22 :

and documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of the documents as may be required by the Company so far as they relate to such claim or will in any way enable the Company to ascertain the correctness or the liability of the Company under this Policy.

8) SALVAGE & RECOVERY :

In the case of recovery on account of any loss covered under this Policy, the amount recovered, after recovering the actual cost of obtaining or making such recovery but excluding the Assured's own layout and/or establishment costs, shall be applied in the following order :-

- i) To reimburse the Assured in full for the part, if any of such loss which exceeds the amount of coverage provided by this Policy (disregarding the amount of any excess or deductible applicable).
- ii) The balance, if any, or the entire net recovery if no part of such loss exceeds the amount of coverage provided by this policy. to reduction of that part of such loss covered by this Policy, or if payment thereof shall have been made, to the reimbursement of the Underwriters.

iii) Finally, to that part of such loss sustained by the Assured by reason of any excess or deductible Clause as specified in the schedule or to that part of such loss covered by any Policy(ies) of Insurance of which this Policy is excess.

9) SUBROGATION :

The insured and any Claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

10) CONTRIBUTION

It at the time of any loss covered by this Policy there shall be any other Insurance covering the same property whether effected by the Insured or not, then the Company shall not be liable for more than its rateable proportion thereof.

: 23 :

11) FRAUD

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.

12) ARBITRATION

If any difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of Arbitration Act, 1940 as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an

appointment, the other party shall be at liberty to appoint a sole arbitrator, and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damages shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been 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 hereunder.

13) OBSERVATION OF TERMS AND CONDITIONS

The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under the Policy.

: 24 :

SCHEDULE

Policy No.....	Premium Rs.....	
Insured.....		
Address.....		
Period of Insurance	From am/pm on To midnight of	
No. of Branches		
Cover	SUM INSURED Rs.	PREMIUM Rs.

1. Basic Sum Insured (Items A to E)

2. Additional Sum Insured for
item (A)

3. Additional Sum Insured for
item (B)

Total Rs.....

Excess amount refer proviso (a)
Not exceeding Rs.....

Date of Proposal and Declaration.....

In witness whereof signed by and on behalf of the Company

Duly Constituted Attorney(s)

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