

## COMMERCIAL CRIME INSURANCE

### 1. INSURING CLAUSES

WHEREAS the **Insured** named in the Policy Schedule hereto by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to the Liberty General Insurance Limited (hereafter referred to as the “**Insurer**”) for the insurance hereinafter contained and has paid the premium as consideration for such Insurance.

In consideration of payment of the **Premium** by the **Insured** and subject to all the terms, conditions and exclusions, including all definitions, of this Policy, **Insurer** agrees to indemnify the **Insured** as follows:

1.1 Any **Loss** which is first **Discovered** during the **Policy Period** or the **Discovery Period**, if applicable, and notified to the **Insurer** in accordance with this policy’s provisions. Provided such **Loss** was sustained by the **Insured** after the **Retroactive Date**, by reason of:

- (a) **Internal Crime**; or
- (b) **External Crime**,

And

1.2 **Defence Costs**

### 2. DEFINITIONS

2.1 **Alteration** means the fraudulent and material amendment, modification or change of an instrument with the intent to deceive, by a person other than the person authorised to prepare, modify or sign said instrument.

2.2 **Bank Account** means an account maintained by the **Insured** at a banking or savings institution or a stock broker, mutual fund, liquid assets fund or similar investment institution duly regulated, from which the **Insured** or their duly authorised representatives are able to instruct the transfer, payment or delivery of funds.

2.3 **Certificated Securities** means any bond, debenture, evidence of indebtedness, note, share, stock, or other equity or participation or other interest in property of, or an enterprise of, the issuer or an obligation of the issuer, which is:

- (a) represented by an instrument issued in bearer or registered form; and
- (b) of a type commonly dealt in on securities exchanges or markets or commonly recognised in any area in which it is issued or dealt in as a medium for investment; and
- (c) either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.

2.4 **Change of Control** means an event during the **Policy Period**, whereby any person or

entity other than an **Insured** or group of such persons and/or entities acting in concert:

- (a) takes control of the composition of the board of directors or of more than 50% of the voting rights of an **Insured**; or
- (b) holds more than 50% of the issued share capital of an **Insured** or substantially all of an **Insured**'s assets whereby such person and/or entity takes control of the business operations of the **Insured**.

**2.5 Computer Fraud** means the criminal and intentional deprivation of an **Insured**'s **Property** as a direct result of:

- (a) the fraudulent input of **Electronic Data** directly into the **Computer Systems**; or
- (b) the fraudulent modification or fraudulent destruction of **Electronic Data**,

by a **Third Party** to whom the **Insured** has not given authorised access and which acts were instructed or committed with the intention of obtaining an improper financial gain for such **Third Party** or for another **Third Party** acting or having acted in collusion with such **Third Party**.

There shall be no cover for **Loss** resulting directly or indirectly from a **Forged, Altered, Counterfeited** or lost or stolen **Negotiable Instrument, Certificated Security** or any other written instrument or document used as source documentation in the preparation of **Electronic Data** or manually keyed in a data terminal.

**2.6 Computer Systems** means the **Insured**'s computers and all input, output, processing, storage, off-line media libraries and communication facilities which are connected to those computers and which are under the control and supervision of the operating system(s) or application(s) software operated by the **Insured**. It does not include those computers suitable solely for single use applications.

**2.7 Counterfeit or Counterfeiting** means the imitation by a **Third Party** of **Money, Certificated Securities**, or an authentic **Negotiable Instrument** intended to deceive and of such quality as to be taken as the original and upon which the **Insured** has acted or relied. Fictitious instruments which merely contain fraudulent misrepresentations of fact and are genuinely signed or endorsed are not **Counterfeit**.

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

**2.9 Claim** means any:

- (a) written demand for damages or other legal remedy;
- (b) civil proceeding including third party proceeding or counterclaim;
- (c) criminal proceeding; or
- (d) Any formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, first made or brought against an **Insured** during the **Policy Period**

**2.10 Defence Costs** mean reasonable legal fees, costs and expenses incurred and paid by the **Insured**, with the prior written consent of the **Insurer**, in the defence of any demand, claim, suit or legal proceeding brought against the **Insured** during the **Policy Period** as a direct result of a **Loss** covered under this Policy, provided that:

- (a) such indemnity is limited to the amount specified for **Defence Costs** as specified in Policy Schedule;  
and
- (b) the **Insurer** shall not be liable to make any payment for fees, costs or other expenses incurred by the **Insured** in establishing the existence, validity or amount of any **Loss** covered under this Policy; and
- (c) such legal fees, costs and expenses are not recoverable from any other party; and
- (d) **Defence Costs** do not comprise salaries, wages, benefits or overhead expenses of directors, officers or **Employees** of the **Insured**; and
- (e) there is no duty upon the **Insurer** to advance any legal fees, costs or expenses to the **Insured** prior to the conclusion of the demand, claim, suit or legal proceeding.

**2.11 Discovered or Discovery** is deemed to occur at the time when the **Insured** or any director, officer, partner, senior manager, department head or the equivalent, not in collusion with any person committing or implicated in the relevant **Internal Crime** or **External Crime**, first becomes aware of facts or circumstances acts or omissions which would cause a reasonable person to believe that a **Loss** of the kind covered by this Policy has been or will be sustained, regardless of when the acts, transactions or events causing or contributing to such **Loss** occurred, and regardless of whether the **Insured's** knowledge is sufficient at such time to prove that such **Loss** meets the terms and conditions of this Policy or to establish the amount or details of the **Loss**.

**2.12 Discovery Period** means the period commencing immediately after the expiry date of the **Policy**, during which written notice may be given to the **Insurer** of an **Internal Crime** or **External Crime** that was committed prior to the expiry date of the **Policy Period** and first **Discovered** during such period or during the **Policy Period** and only where **Loss** arising from such **Internal Crime** or **External Crime** is not partially nor wholly covered by any other insurance policy in force after the expiry date of the **Policy**.

**2.13 Electronic Data** means facts or information converted to a form usable in **Computer Systems** and which are run or stored in the **Computer Systems** for use by its computer programmes.

**2.14 Employee means:**

- (a) any natural person while in the regular service of the Insured, provided that the Insured has the right to govern, direct, supervise and control such person while performing such services for the Insured and that such person is in receipt of direct compensation by way of salary, wages, or bonuses; or
- (b) any director, officer, partner or trustee of the Insured while performing acts within the scope of the usual duties of an Employee as defined under (a) above; or
- (c) any former Employee within the meaning of (a) above, for a period not exceeding sixty (60) days following termination of such person's services and/or employment except when such termination involves an actual, alleged or suspected dishonest or fraudulent act; or
- (d) any person assigned to perform any duties as an Employee, within the meaning of (a) above, for the Insured by any employment agency on a contingent, temporary, seasonal or part time basis; or
- (e) any guest student, intern, secondee or volunteer pursuing studies, gaining work experience or performing the duties of an Employee within the meaning of (a) above; or
- (f) any trustee or fiduciary of any Plan.

**Employee** shall not mean any person who is or acts on behalf of any external auditor, external accountant, external data processor, external solicitor or attorney; furthermore it shall not mean any broker, factor, investment manager, investment advisor, commission merchant, consignee, contractor or other corporate or individual agent or representative.

**2.15 External Crime means a criminal or fraudulent act committed by a Third Party consisting of:**

- (a) **In Transit Theft, Robbery, Burglary;**
- (b) **On Premises Theft, Robbery, Burglary;**
- (c) **Forgery of Instruments;**
- (d) **Counterfeiting;**
- (e) **Funds Transfer Fraud; or**
- (f) **Computer Fraud.**

**2.16 Forgery of Instruments means Forgery or Alteration by a Third Party of a Negotiable Instrument upon which the Insured has acted or relied.**

**2.17 Forgery or Forged means the hand-written signing or endorsing of a name of a genuine person or a copy of said person's signature without authority and with the intent to deceive. Forgery does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose. Mechanically or electronically produced or reproduced signatures are treated the same as hand-written signatures.**

**2.18 Fraudulent Instructions** means:

- (a) **Forged** written or printed instructions (other than bills of exchange, cheques, banker's drafts, banker's acceptances, certificates of deposit, withdrawal receipts, promissory notes, currency, **Certificated Securities**, corporate guarantees or letters of credit); or
- (b) fraudulent electronic, telegraphic, telex, facsimile or telephonic instructions made through a secured funds transfer system established between the **Insured** and a financial institution,

which purport to have come from the **Insured** or a person duly authorised by the **Insured**, but which were issued by a **Third Party** without the **Insured's** knowledge or consent.

**2.19 Funds Transfer Fraud** means the criminal and intentional deprivation of the **Insured's** funds resulting directly from **Fraudulent Instructions** given to a financial institution to transfer, pay or deliver funds of the **Insured** from a **Bank Account**.

**2.20 Governmental Acts** means any expropriation, nationalisation, confiscation, requisition by or under order of any governmental, de facto or public local authority.

**2.21 Insurer** means Liberty General Insurance Limited

**2.22 Insured** means the **Policyholder** or its **Subsidiaries** or any **Plans**.

**2.23 Internal Crime** means dishonest or fraudulent acts committed by an **Employee** whether acting alone or in collusion with any other natural person(s), with the intent to cause the **Insured** to sustain such a **Loss** or to obtain an improper financial gain for the **Employee** or for any other natural person(s) acting in collusion with such **Employee**.

With regards to any **Credit Arrangement** or **Trading**, **Internal Crime** shall only mean dishonest or fraudulent acts committed by an **Employee** whether acting alone or in collusion with any natural person(s), with the intent to cause the **Insured** to sustain a **Loss** and which results in improper financial gain for the **Employee**. In this case, the **Insurer's** liability shall be limited to that amount of any **Loss** consisting of such improper financial gain.

**2.24 In Transit Theft, Robbery, Burglary** means the criminal and intentional deprivation of the **Insured's** **Property** excluding Other Property as defined under **2.34 (e)** by a **Third Party** whilst in **Transit**.

**2.25 Loss** means any direct financial loss sustained by the **Insured** as a result of any single or series of dishonest or fraudulent acts amounting to **Internal Crime** or **External Crime** as defined herein.

**Loss** does not mean:

- (a) any form of remuneration, including but not limited to salaries, salary increase, fees, commissions, bonuses, stock options, pensions and any other **Employee** benefit or profit sharing whether earned or not in the course of employment, or
- (b) anticipated benefits of **Trading** to the **Insured's** counterparty, or
- (c) the **Insured's** liability (of whatsoever nature), whether direct or indirect, to any third party.

Any **Loss Discovered** and notified by the **Insured** which are attributable to the same dishonest or fraudulent acts of one person whether or not an **Employee**, or in which such person is concerned or implicated, shall be deemed to be one **Loss** for the purpose of this Policy.

- 2.26 Money** means currency, coins and bank notes in current use and having a face value as well as cheques, traveller's cheques, registered cheques, postal cheques, money arrears, postal or money orders.
- 2.27 Negotiable Instrument** means any bill of exchange, cheque, banker's draft, banker's acceptance, certificate of deposit, withdrawal receipt, **Certificated Security** or promissory note. It does not include bearer promissory notes which may be used as an alternative to currency.
- 2.28 Natural Person** means a human being and does not include any artificial or legal person or entity.
- 2.29 On Premises Theft, Robbery, Burglary** means the criminal and intentional deprivation of the **Insured's Property** by a **Third Party** whilst on **Premises** or at any other any other premises maintained by a company or organisation (other than an armoured vehicle company) which specialises in the provision to third parties of secure storage or deposit of valuable property facilities within a secure environment pursuant to a written agreement with the **Insured**.
- 2.30 Plan** means any pension, employee benefit, welfare benefit, share saver or share option plan or **charitable** fund or foundation maintained by the **Policyholder** or its **Subsidiaries** for the benefit of past, present and/or future directors and/or **Employees** or their respective beneficiaries, existing on or before the inception date of this policy.

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

- 2.31 Policyholder** means the entity named in Policy Schedule.
- 2.32 Policy Period** means the period of time from the Inception Date specified in Policy

Schedule until the Expiration Date specified in Policy Schedule, unless this Policy is cancelled before the Expiration Date or the effective period of the Policy is extended by way of written and signed Endorsement.

**2.33 Premises** mean any building or land owned, possessed, used or occupied by the **Insured** as a place to conduct its ordinary business.

**2.34 Property** means:

- (a) **Money**;
- (b) **Certificated Securities**;
- (c) **Negotiable Instruments**; and
- (d) **Contracts** representing money or having an intrinsic value owned by the **Insured**.
- (e) Other Property such as any tangible asset (including machinery, physical vaults, safes, lockers, equipment, inventory, computers and data storage media) but only to the extent that it has an intrinsic value; which is in the **Premises** of the **Insured**.

Property does not include Land, offices or real estate and any immovable property of the **Insured**.

**2.35 Proposal Form** means all the written proposals for this Policy together with any attachments and any written information supplied to the **Insurer** in connection therewith.

**2.36 Retroactive Date** means the date(s) specified in Policy Schedule.

**2.37 Subsidiary** means any entity existing on the Inception Date of this Policy as set out in Policy Schedule and listed in the **Proposal Form** which the **Policyholder** either directly or indirectly through one or more **Subsidiaries**:

- (a) owns more than 50% of the issued and paid up share capital either at its own or together with one or more of its subsidiary companies or
- (b) controls more than 50% of the voting rights either at its own or together with one or more of its subsidiary companies; or
- (c) controls the right to vote for the election or removal of the majority of such entity's board of directors.

An entity ceases to be a **Subsidiary** when any of the foregoing conditions no longer applies.

Cover for any **Subsidiary** shall only apply to **Loss** which results directly or indirectly from any acts or events which took place, and are **Discovered**, while such entity is a **Subsidiary** of the **Policyholder**.

**2.38 Third Party** means any natural person, other than (i) an **Employee** or (ii) a natural person who is in collusion with an **Employee**. However, a natural person who is in collusion with an **Employee** will be considered a **Third Party** if such person works for or represents any person or entity providing or receiving goods or services under any contract, written or implied, with any **Insured**.

- 2.39 Trading** means the purchase, sale or exchange transactions, repurchase agreements or other dealings by or on behalf of the **Insured** including but not limited to securities, metals, commodities, funds, currencies, foreign exchange and interests therein, and the like (including but not limited to the purchase of inventories), together with all forms of derivatives.
- 2.40 Transit** means any moving of **Property** outside the **Premises** by an **Employee** duly authorised by the **Insured** to have the care and custody of the **Insured's Property** outside **Premises** or by an armoured motor vehicle company other than a private courier company or governmental postal service. **Transit** is deemed to commence upon the receipt of the **Property** by such **Employee** or armoured motor vehicle company and shall be deemed to end immediately upon the delivery to the designated recipient or its agent.
- 2.41 Terrorism** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group of persons, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when the effect is to intimidate or coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.
- Terrorism shall also include any act which is verified or recognised by the Government specified in Policy Schedule as an act of terrorism.
- 2.42 War** means war, any invasion, act of foreign enemy, hostile operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, riot or civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or martial law.

### 3. EXCLUSIONS

The **Insurer** shall not be liable to make any payment arising from or relating to any of the following:

#### 3.1 Employee Acts

Any **Loss** resulting directly or indirectly from any act or series of acts of any **Employee**, unless such **Loss** results from **Internal Crime**.

#### 3.2 Known Prior Fraud and or Crime

Any **Loss** sustained by the **Insured** and caused by an **Employee** and/or any individual after the **Insured** becomes aware that:

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

#### 3.3 Negligent Acts Or Omissions



Any **Loss** resulting directly or indirectly from claims made against the **Insured** or its **Employees** in which the claimant alleges a negligent act or omission or such claim would, if established, result in the establishing of a civil liability to the claimant.

**3.4 Directors or Partners**

**Loss** resulting directly or indirectly from any act, omissions or series of acts or omissions of any director, officer, partner, trustee or fiduciary of the **Insured**, whether acting alone or in collusion, unless such director, officer or partner is deemed to have committed such act or omission as an **Employee**.

**3.5 Major Shareholder**

Any **Loss** resulting directly or indirectly from the act of a person who, at the time of committing such act, owns or controls more than 10% of the issued share capital or voting rights of any **Insured**, regardless of the specific **Insured** actually incurring the **Loss**.

**3.6 Consequential Loss**

Indirect or consequential loss of any nature, including but not limited to any loss of income, interest and dividends not realised by the **Insured** or any other individual or organisation because of a **Loss** covered under this Policy.

**3.7 Radiation and Pollution**

Any **Loss**, expense, liability or consequential loss of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) any seepage, pollution or contamination, including but not limited to any solid, liquid, gaseous or thermal irritant or contaminant, including asbestos, smoke, rays, vapour, soot, fumes, acids, alkalis, chemicals, waste, combustible materials to be recycled, reconditioned or reclaimed.

**3.8 War, Terrorism and Governmental Acts**

Any **Loss** of whatsoever nature directly or indirectly caused by or contributed to by or arising from war, invasion, act of foreign or internal enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellions, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot, the act of any lawfully constituted authority or terrorism.

**3.9 Prior and Subsequent Acts**

Any **Loss**:

- (a) sustained prior to the **Retroactive Date**.  
Notwithstanding the above, in case the **Loss** is sustained by the **Insured** both before and after the **Retroactive Date**, the part of the **Loss** sustained after the **Retroactive Date** shall be covered;
- (b) **Discovered** prior to the **Inception Date** as stated in Policy Schedule; or

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

### 3.10 **Non-Payment or Default**

Any **Loss** resulting directly or indirectly from:

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

### 3.11 **Profit and Loss or Inventory Records**

Any **Loss** which is solely proved by means of:

- (a) a profit and loss computation or comparison; or  
(b) a comparison of inventory records with an actual physical count;

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

### 3.12 **Damage or Destruction**

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

### 3.13 **Confidential information, Trade Secrets and Computer Programmes**

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

### 3.14 **Fines and Penalties**

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

### 3.15 **Extortion or Kidnap and Ransom**

Any **Loss** resulting directly or indirectly from extortion, kidnap, ransom or any threat thereof.

**3.16 Forgery or Alteration**

Any **Loss** resulting directly or indirectly from **Forgery** or **Alteration** unless such **Loss** results from **Internal Crime** or from **External Crime** consisting of **Forgery of Instruments, Counterfeiting** or **Funds Transfer Fraud**.

**3.17 Input, Modification or Destruction of Electronic Data**

Any **Loss** resulting directly or indirectly from the input, modification or destruction of electronic data unless such **Loss** results from **Internal Crime** or directly from **External Crime** consisting of **Computer Fraud**.

**3.18 Bills of Lading and Similar Documents**

Any **Loss** resulting directly or indirectly from any items which are or purport to be travellers' cheques, bills of lading, shipping documents, warehouse receipts, trust receipts, accounts receivable, or any other bills, documents or receipts similar in nature or effect or serving a similar purpose.

**3.19 Credit and Other Cards**

Any **Loss** resulting directly or indirectly from the use or purported use of any credit, debit, charge, access, convenience, identification or other cards, whether such cards are issued by the **Insured** or by any other person or organisation other than the **Insured** unless such **Loss** results from **Internal Crime**.

**3.20 Trading and Other Dealings**

Any **Loss** resulting directly or indirectly from **Trading**, whether conducted or effected by any dishonest or fraudulent act or otherwise, with or without the knowledge of the **Insured**, in the name of the **Insured** or otherwise, unless such **Loss** results from **Internal Crime**.

**3.21 Loss Induced By Electronic Communications**

Any **Loss** resulting directly or indirectly from the **Insured** having acted or relied upon electronic data or communications sent by third persons to the **Insured** with the intention to obtain credit or investment funds fraudulently or dishonestly therefrom.

**3.22 Money Laundering**

**Loss** directly or indirectly resulting from acts consisting of or partaking to actual or alleged movement of illicit cash or equivalent cash proceeds, including but not limited to money laundering within the meaning given under any domestic or international legal system.

**3.23 Voluntary Surrendering**

Any **Loss** resulting from the voluntary giving or surrender of **Property** by the **Insured**, whether or not induced by trick, deception or artifice, in any exchange or purchase, unless such **Loss** results from **Internal Crime**.

**3.24 Negligent Control**

Any **Loss** sustained by the **Insured** as a result of the absence of an internal audit and examination at their Head Office and all offices at least once every twelve months

and/or the failure to implement the recommendations of any such audit and examination report within the time limit set out in such report, or, failing any such time limit, no later than six (6) months after the issuance of such report.

**3.25 Bodily injury**

**Loss** which is based upon, attributable to or in any way connected to a bodily injury suffered by the **Insured** or by any **Third-Party**.

**3.26 Employee's Criminal Record**

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

**3.27 Sanction Clause**

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

**4. LIMIT OF LIABILITY AND DEDUCTIBLE**

**4.1 Limit Of Liability**

The total liability of the **Insurer** for any **Loss** sustained and **Defence Costs** incurred by the **Insured** is limited to the Aggregate Limit of Liability stated in Policy Schedule for all **Losses Discovered** during the **Policy Period** and notified in accordance with section 5.7 of this Policy. The Sub-Limits of any applicable Insuring clauses or Endorsements stated in Policy Schedule are part of and not in addition to the Aggregate Limit of Liability.

The Aggregate Limit of Liability and the applicable Sub-Limits shall be reduced by the amount of any payment made by the **Insurer** for **Loss** or **Defence Costs**. Upon exhaustion of the Aggregate Limit of Liability and the applicable Sub-Limits by such payments, the **Insurer** shall have no further liability:

- (a) to indemnify the **Insured** under any Insuring Clauses or Endorsement to this Policy for any **Loss** or **Defence Costs**; nor
- (b) to continue the defence of the **Insured** in the event that the **Insurer** elected to conduct the defence of any suit or legal proceedings and the **Insured** shall assume all responsibility for its defence at its own cost.

If a **Loss** is covered under more than one Insuring Clause the maximum amount payable with respect to such **Loss** shall not exceed the largest amount available under any one applicable Insuring Clause.

The Aggregate Limit of Liability and any Sub-Limit may be reinstated in whole or in part by recoveries effected subsequent to any payment made under this Policy to the extent of the recovery amounts to be allocated to the **Insurer** pursuant to General Provisions 5.11 herein

and provided such recovery amounts are actually received by the **Insurer** during the **Policy Period** as stated in Policy Schedule or within twelve (12) months thereafter.

#### 4.2 Deductible

The **Insurer** will pay for **Loss** or **Defence Costs** in excess of the Deductible amount(s) set forth in Policy Schedule that exceed the amount of recoveries made prior to such payment.

In the event that more than one Insuring Clause shall be applicable, then the largest Deductible relating to any applicable Insuring Clause shall apply.

## 5. GENERAL PROVISIONS

### 5.1 Non Accumulation Of Liability

Regardless of the number of years this Policy has been in force or may continue to be in force, and regardless of the premiums paid, the Aggregate Limit of Liability and the applicable Sub-Limits shall not be cumulative from year to year or from Policy Period to Policy Period.

### 5.2 Other Insurance

Unless otherwise required by law, cover under this policy is provided only as excess over any self-insurance or other applicable insurance, unless such other insurance is written only as specific excess insurance over The Limit of Liability. This policy shall not cover any fees and expenses relating to the defence of any demand, **Claim**, suit or legal proceeding where another policy imposes upon another insurer a duty to defend such demand, **Claim**, suit or legal proceeding.

### 5.3 Exclusive Policy Benefit

Nothing in this Policy is intended to confer a directly enforceable benefit on any third party other than an **Insured**.

### 5.4 Single Policy, Notice & Authority

This Policy is a single contract of insurance and if there is more than one **Insured** this Policy will remain a single contract of insurance for the benefit of the **Insureds** as being jointly covered and not separately for their several interests. In this event, the following conditions apply:

- (a) The **Policyholder** represents and warrants that all **Insureds** agree that the **Policyholder** shall not only act on its own behalf but also on behalf of all **Insureds** under this Policy, in respect of but not limited to:
  - i. the review and acceptance of all documentation and amendments thereto forming part of this Policy and declaration of risks; and
  - ii. the provision and receipt of all notices of this Policy including notification of **Loss**, notice of cancellation or renewal;
  - iii. the authorisation of use of personal data; and
  - iv. the payment of premiums due under this Policy and acceptance of any return premium.
- (b) if coverage under this Policy ceases in relation to one **Employee** or to one of the **Insureds** other than the **Policyholder**, then the remaining **Employees** or **Insureds** shall continue to be covered under this Policy; and

- (c) knowledge possessed or **Discovery** made by the **Policyholder** or by any **Insured** shall constitute knowledge possessed or **Discovery** made by the **Policyholder** and every **Insured**; and
- (d) payment of any **Loss** or **Defence Costs** to the **Policyholder** or the **Insured** involving one or more **Insured(s)** will fully release the **Insurer** with respect to such **Loss** or **Defence Costs**.

## 5.5 Changes In Risk

### A) Liquidation

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

### B) Change of Control

In the event of **Change of Control** of an **Insured**, this Policy shall immediately cease to afford any coverage of any kind for **Loss** subsequently **Discovered** or notified to the **Insurer** in relation to such **Insured**.

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

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

### C) Mergers, Acquisitions and New Subsidiaries

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

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

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

- (1) has a total gross annual turnover and total number of employees which are less than 10% of the combined total gross annual turnover and total number of **Employees** of the **Insured**; and
- (2) has not **Discovered** any **Loss** of a type covered by this Policy within the last three (3) years exceeding 50% of the deductible of this Policy, whether the

**Loss** was insured or not and before the application of any retention, deductible or excess; and

- (3) conducts business activities which do not materially deviate from those conducted by the **Insured**; and
- (4) provides a satisfactory signed and dated **Proposal Form** for such entity within thirty (30) days following such events.

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

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

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

#### **D) Additional Premises**

If the **Insured** shall, during the **Policy Period**, establish any new additional offices or other locations where the **Insured** conducts its ordinary business with the same security standard as the **Premises** stated in the **Proposal Form**, other than as stated in 5.5 (C) (Mergers, Acquisitions and New Subsidiaries) then such additional locations shall be automatically covered as **Premises** hereunder from the date of their establishment, without the requirement of notice to the **Insurer** or the payment of any additional premium for the remainder of the **Policy Period**.

#### **5.6 Termination And Cancellation Provisions**

The **Insured** may cancel this Policy at any time by giving notice in writing to **Insurer**, in which case **Insurer** will retain the short period rate as per the following table for the time the Policy has been in force.

<b>For a period not exceeding</b>	<b>Short Period Rate</b>
15 days	10% of the Annual rate
1 month	15% of the Annual rate
2 months	30% of the Annual rate
3 months	40% of the Annual rate
4 months	50% of the Annual rate
5 months	60% of the Annual rate
6 months	70% of the Annual rate
7 months	75% of the Annual rate
8 months	80% of the Annual rate
9 months	85% of the Annual rate
Above 9 months	The full Annual rate

The above is applicable provided there is no reported claim under the policy during the period of Insurance. In case of any reported claims under the Policy, no refund of premium shall be allowed upon.

**Insurer** may cancel this Policy by giving thirty (30) days notice in writing to the **Insured** at the **Insured's** last known address and **Insurer** will provide a pro-rata refund of **Premium** for the unexpired Period of Cover but if claims have been notified or payments have been made under this Policy then the premium shall be deemed to be fully earned and no refund of premium will be due.

Where the **Insured** comprises more than one person or company, it is agreed that the **Policyholder** referred to in the Schedule shall be the agent of each of the other **Insured** persons or companies or others indemnified under this Policy for the purposes of receiving any notice of cancellation pursuant to this condition, or any other notice, statement, document or information relating to this Policy

### 5.7 Notification And Proof Of Loss

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

- (a) as soon as practicable within the **Policy Period** give written notice to the **Insurer** through the entity and address stated in Policy Schedule. However, in the event that it has not been practicable for the **Insured** to give such notice during the **Policy Period**, then written notice given no later than 30 days of the Expiry Date of the **Policy Period** shall be deemed to have been given during the **Policy Period**;

and

- (b) within six (6) months after **Discovery**, or within such further period as agreed to in writing by the **Insurer**, furnish written proof of **Loss** to the **Insurer** with full particulars of the **Loss** by specifying or establishing the following elements:

1. Loss due to Internal Crime:
  - i. the identity of the person responsible for the **Loss**; and
  - ii. the specific dishonest or fraudulent acts involved in each transaction or item constituting such **Loss**; and
  - iii. where applicable, the improper personal financial gain obtained by any **Employee** for each **Credit Arrangement** or **Trading**; and
  - iv. the demonstration of a causal link between such dishonest or fraudulent acts and the resultant **Loss**;
2. **Loss** due to **External Crime** consisting of **Forged Instruments** or **Counterfeiting**:  
the demonstration that, had the **Negotiable Instruments**, **Certificated Securities** or **Money** in question been genuine and not been **Forged** or **Counterfeit** or had not borne **Alteration**, the **Insured** would not have sustained the **Loss** claimed;
3. **Loss** due to other acts of **External Crime**:  
the demonstration that such **Loss** directly and exclusively resulted from the



insured peril (either item ((a), (b), (e) or (f) of Definition 2.15 herein) and not from economic conditions or other contributing causes.

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

### 5.8 Cooperation

The **Insured** shall cooperate fully with the **Insurer** and its appointed representatives in all matters pertaining to any **Loss** notified hereunder.

The **Insured** shall, upon request and at times and places designated by the **Insurer**, provide for examination of all pertinent records including audit records of its accountants and provide for interview of any of its **Employees** or other persons, to the best of its ability and power.

The **Insured** agrees to execute all papers and render all assistance to secure all rights, title, interest and causes of action as it may have against any person or entity in connection with any **Loss** notified hereunder, and to do nothing to prejudice such rights or causes of action.

### 5.9 Basis Of Valuation

The following provision will apply for the purpose of valuation in the settlement of a **Loss** under this policy:

(a) **Foreign Currency**

In the event that a **Loss** is suffered in a currency other than the currency stated in Policy Schedule, the rate of exchange applicable thereto for the purposes of determining the valuation of **Loss** shall be the closing mid-spot rate on the date of **Discovery** (or if **Discovered** during a weekend or national holiday, on the next business day thereafter) as offered by the **Insurer's** Central Bank.

(b) **Book of Accounts and Records**

The value of books of accounts or other records used by the **Insured** in the conduct of their business shall be the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which shall have been furnished by the **Insured** in order to reproduce such books and other records.

(c) **Certificated Securities**

In respect of **Certificated Securities**, the **Insurer's** maximum liability shall be the lesser of:

- (i) The closing market value of the relevant **Certificated Securities** on the last business day prior to **Discovery**. The basis of valuation shall include any accrued interest (including coupons), dividends and privileges attached to said **Certificated Securities** up to **Discovery**;
- (ii) The value agreed between the **Insured** and the **Insurer** if there is no market price or value for the relevant **Certificated Securities** on the relevant day;

- (iii) If the relevant **Certificated Securities** are replaceable and the **Insurer** has given its prior written consent to this end, the actual cost of replacement of said **Certificated Securities**;
- (iv) If the **Insurer** has given its prior written consent to this end, the actual cost of filing of a lost instruments bond for the purpose of obtaining the issuance of duplicate securities,

subject always to the **Limit of Indemnity** and the applicable Deductible.

(d) **Electronic Data**

To the extent that a **Loss** as covered under this Policy results from the destruction, erasure or theft of **Electronic Data** or computer programmes used by the **Insured** for the conduct of its business, the value of such **Loss** shall be:

- (a) the cost of labour for the actual reproduction by way of transcription or copying of data, which shall have been furnished by the **Insured** in order to reproduce such **Electronic Data**, including the cost of purchasing a software license necessary to reproduce such Electronic Data; and/or
- (b) the cost of repurchasing the **Electronic Data** and/or computer programmes if the latter were initially purchased from a third party.

(e) **Computer Systems**

In the event that a **Loss** as covered under this Policy results from the destruction, erasure or theft of **Computer Systems**, the **Insurer** shall be liable to pay for such **Loss** to the extent of the replacement cost of such items of the equivalent kind or quality. The value of any **Electronic Data** or computer programmes stored on such **Computer Systems** shall be indemnified as described in section 5.9(d) above.

(f) **Precious Metals**

In the event that a **Loss** as covered under this Policy results from damage to or the loss or destruction of precious metals, the value of precious metals shall be determined by their average market value on the date of **Discovery** (or if **Discovered** during a weekend or national holiday, on the next business day thereafter).

(g) **Other Property**

In the event of a **Loss** as covered under this policy, the insurer shall be liable for the actual cost of the property lost or damaged at the time of loss (excluding profit of any kind) taking into consideration the wear and tear and depreciation for usage.

## 5.10 **Subrogation**

The **Insurer** upon payment of any **Loss** hereunder shall be subrogated to all of the **Insured's** rights, titles, interests and causes of action and recovery against any person or entity in respect of such **Loss**.

The **Insured** shall cooperate with the **Insurer's** reasonable request for assistance in all matters, including the execution of any documents, affecting such subrogated rights, whether such matters shall be or become necessary or required before or after indemnification by the **Insurer**.

**5.11 Recoveries**

Any recoveries, whether effected by the **Insurer** or the **Insured**, following the payment of a **Loss** under this Policy and after deducting the actual cost of obtaining such recovery but excluding the **Insured's** own labour or establishment costs, will be allocated in the following order of reimbursement:

- (a) Initially, to reimburse the **Insured** for any **Loss** which exceeds the amount of **Loss** paid under this Policy (disregarding the amount of any Deductible applicable),
- (b) Subsequently, to reimburse the **Insurer** for any payment made for such **Loss**, costs, fees and expenses incurred under this Policy, and
- (c) Finally, to reimburse the **Insured** for such **Loss** sustained by the **Insured** by reason of the Deductible applicable pursuant to Policy Schedule.

**5.12 Representations**

In granting cover for each **Insured**, the **Insurer** has relied upon the particulars and statements contained in the **Proposal Form** which are deemed to be accurate, complete and material to the acceptance of the risk assumed under this Policy.

The person or persons signing the **Proposal Form** shall be deemed to be the duly authorised agent(s) of the **Policyholder** and each individual **Insured**.

**5.13 Fraudulent Notifications**

The Insurer has the right to deny any claim if it is found that the Policyholder and/or Insured has made any statement or given any information knowing the same to be wrong at the time of proposal, anytime during the term of policy or at the time of claim. The Insurer shall have the right to cancel the policy and in such event premium so paid by the Policyholder and/or Insured shall be forfeited to the Insurer.

**5.14 Assignment**

The **Insured** shall not be entitled to assign this policy nor any interest or right under the policy without the **Insurer's** written consent.

**5.15 Titles, Headings And Bold**

The titles and headings to the various paragraphs and sections in this Policy, including endorsements attached, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions under this Policy, other than those words in bold which have special meaning and are defined.

**5.16 Interpretation**

The interpretation and meaning of the terms, exclusions, limitations and conditions of this Policy shall be determined in accordance with the English text as it appears in this Policy.

**5.17 Territorial Scope & Governing Law**

Where legally permissible and subject to all terms and conditions of this policy, this policy shall apply to any **Loss** incurred anywhere in the world, unless otherwise stated in Policy Schedule. Any interpretation of this policy relating to its construction, validity

or operation shall be made exclusively in accordance with the laws specified in Policy Schedule.

#### **5.18 Arbitration Clause**

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

In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party may approach appropriate Court for appointment of the Arbitrator in terms of Arbitration and Conciliation Act 1996 or any amendment thereto.

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favor of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded. The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

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

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

#### **5.19 No Third Party Rights**

Notwithstanding what is stated in any Law, this Policy is not intended to confer any rights or benefits on and or enforceable by any Third-Party other than an Insured and accordingly no Third Party shall acquire any rights in relation to or under this Policy nor can enforce any benefits or claim under term of this contract against the Insurer.

#### **5.20 Claim Settlement**

**Insurer** will settle the **Claim** under this Policy within 30 days from the date of receipt of necessary documents required for assessing the **Claim**. In the event that **Insurer** decides to reject a **Claim** made under this Policy, **Insurer** shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Insurance Regulatory and Development Authority of India (Protection of Policyholders' Interest) Regulations 2002 or any amendment thereto.

### 5.21 Grievance Redressal Procedure:

We are concerned about you and are committed to extend the best possible services. In case you are not satisfied with our services or resolutions, please follow the below steps for redressal.

#### Step 1

**Call us** on Toll free number: **1800-266-5844**  
 (8:00 AM to 8:00 PM, 7 days of the week)

or

**Email us at:** [care@libertyinsurance.in](mailto:care@libertyinsurance.in)

or

**Write to us at:**

**Customer Service**

**Liberty General Insurance Limited**

10<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
 Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013

#### Step 2

If our response or resolution does not meet your expectations, you can escalate at [Manager@libertyinsurance.in](mailto:Manager@libertyinsurance.in)

#### Step 3

If you are still not satisfied with the resolution provided, you can further escalate at [Servicehead@libertyinsurance.in](mailto:Servicehead@libertyinsurance.in)

An acknowledgement will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by the company you may approach the Insurance Ombudsman for redressal. The details of Insurance Ombudsman offices are given below:

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
<p><b>AHMEDABAD</b></p> <p>Office of the Insurance Ombudsman,            Jeevan Prakash Building, 6th floor, Tilak Marg,            Relief Road, Ahmedabad – 380 001.            Tel.: 079 - 25501201/02/05/06            Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a></p>	<p>Gujarat,            Dadra &amp; Nagar Haveli,            Daman and Diu.</p>
<p><b>BENGALURU</b></p> <p>Office of the Insurance Ombudsman,            Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor,            19/19, 24th Main Road, JP Nagar, Ist Phase,            Bengaluru – 560 078.            Tel.: 080 - 26652048 / 26652049            Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a></p>	<p>Karnataka.</p>
<p><b>BHOPAL</b></p> <p>Office of the Insurance Ombudsman,            Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar,            Opp. Airtel Office, Near New Market, Bhopal – 462 003.            Tel.: 0755 - 2769201 / 2769202</p>	<p>Madhya Pradesh            Chattisgarh.</p>

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Orissa
<b>CHANDIGARH</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
<b>CHENNAI</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 2323481/23213504 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	Delhi.
<b>GUWAHATI</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	
<b>HYDERABAD</b> 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 - 65504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<b>JAIPUR</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>	Rajasthan.
<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi,

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>	State of Uttaranchal 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.
<b>PATNA</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>	Bihar, Jharkhand.
<b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road,  Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.



**GOVERNING BODY OF INSURANCE COUNCIL**

Shri P.N. Gandhi, Secretary General

Smt Moushumi Mukherji, Secretary

3<sup>rd</sup> Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai – 400 054.

Tel: 022 – 26106889 / 671 / 980

Fax: 022 – 26106949

Email: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

For updated details of Insurance Ombudsman Offices you may visit Governing Body of Insurance Council (GBIC) website at <http://www.gbic.co.in/ombudsman.html> or our website at <https://www.libertyinsurance.in/customer-support/grievance-redressal>

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