



MONEY INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto has made to L&T General Insurance Company Ltd., (hereinafter called 'the Company') a written proposal by completing a Proposal Form which together with any other statements made in writing by the Insured for the purpose of this Policy, is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH

That subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the said Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed here on the Company will indemnify the Insured against loss of:

Section I : Money in transit, carried by the Insured or the Insured's authorized employee(s), occasioned by burglary or holdup, robbery, theft or any other fortuitous cause not excluded hereunder;

Section II: Money kept / locked in safe or strong room occasioned by burglary, housebreaking, robbery or hold-up whilst money is retained at the Insured's premises in safe(s) or a strong room.

Additional Covers:

- i. Foreign currency can be specifically declared and covered under the Policy. Claims if any admissible will be settled with reference to the Reserve Bank of India exchange rate prevailing as on the date of the event.
- ii. In case the money carrying employee is assaulted during burglary or holdup resulting in death / bodily injury / physical separation of a limb or the loss of an eye or causing him to be prevented from engaging in his usual employment, the Company shall pay such employee Rs.25,000/- per event subject to maximum of Rs.100,000/- during any one Policy period for any and all claims arising in this respect. This cover shall apply only for the employees between the age group of 18 – 60 years.

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 sections, in the Schedule.

Money: shall mean and include cash, coin, bank drafts, currency notes, treasury or promissory notes, cheques (signed and blank cheques whether crossed or not), bonds, bills of exchange, postal orders, money orders and current postage stamps held in connection with business (excluding foreign currency, unless specified otherwise in the Schedule).

Bank: shall mean and include Bank of every description transacting banking business, Post Offices and Government Treasury.



Employee: shall mean permanent employees of the Insured / associate and/or subsidiary companies authorized by Insured to carry the cash belonging to the Insured.

Insured: shall mean an individual organization or enterprise and wherever required can be used jointly and severally in case of associate / subsidiary companies.

EXCLUSIONS: The Company shall not liable for losses arising out of the following:-

1. Loss of money arising on account of shortage due to error or omission.
2. Loss of money entrusted to any person other than the Insured or an authorized employee of the Insured.
3. Loss of money where the Insured or his employee is involved as principal or accessory, except loss due to fraud or dishonesty of any cash carrying employee of the Insured, occurring whilst in transit and discovered within 48 hours.
4. Sums representing wages or salaries kept in the premises 48 hours after they have been withdrawn from a Bank or other place.
5. Loss occurring on the premises, after business hours, unless the money is kept in locked safe or strong- room.
6. Soiled, torn or damaged money.
7. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike, and malicious damage.
8. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense 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 the above.

9. Loss of money carried under contract of affreightment,



10. Loss of money in transit by post or courier services.
11. Theft of money from an unattended vehicle.
12. Loss of money from safe or strong-room following use of the key to the safe or strong-room or any duplicate thereof / access code to the safe or strong room belonging to the Insured, unless this has been obtained by threat or by assault or violence or any threat thereof.
13. Loss arising out of or resulting directly or indirectly from the wire transfer of money to or from any person or entity or from internet related fraud or counterfeit money.
14. Loss or damage whether direct or indirect arising from war, war like operations, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection, civil commotion, military or usurped power, seizure, capture confiscation, arrests, restraints and detainment by the order of any Government or any other authority. In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
15. (a) Any loss, destruction or damage, to any property whatsoever or any loss or expenses whatsoever, resulting or arising there from or any consequential loss, and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity, from any source whatsoever.

(b) Any loss, destruction, damage or legal liability, direct or indirectly caused by or contributed to by or arising from nuclear weapons material.
16. Consequential loss or legal liability of any kind.
17. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
18. Loss of money due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation to money by the Insured.

In any action, suit or other proceedings where the Company alleges that by reason of any of the above Exclusions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.



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 and such record shall be deposited in a secure place other than the said safe or strong room, and produced as documentary evidence in support of a claim under this Policy. The keys of the safe or strong room shall not be left on the premises out of business hours unless the premises are occupied by the Insured or any authorized employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.

2. ADJUSTMENT OF PREMIUM:

The premium in so far as it relates to Cash-in-transit is to be regulated by the amount of such money in transit during each period of Insurance and for this purpose a proper record shall be kept in the books of the Insured which the Insured shall at all times allow the Company to inspect. Within one month from the expiry of each period of insurance the Insured shall furnish the Company with account of the amount of all such money in transit during the period and if the accounted amount shall differ from the estimated amount on which premium has been paid, the difference in premium shall be met by a further proportionate payment to the Company or by a refund to the Insured, as the case may be, but in no case shall the refund be more than 50% of the premium stated in the Schedule and retention of premium shall not be less than the minimum of Rs.500/-.

3. 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 proceedings that it considers necessary for the purpose of tracing and recovering money lost or of 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 proceedings 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 lost.

4. Upon happening of any event giving rise to a claim, the Insured shall report the same to the Police within 24 hours of its discovery and FIR shall be first obtained.
5. In case the amount of money in transit exceeds Rs.500, 000/- (unless specifically agreed otherwise in writing) the same should be accompanied by two able bodied employees.
6. The key or numerical code required to gain access to the safe to be stored securely and kept away from public access at all times.
7. The premises to be guarded 24 hours of the day with proper watch and ward.



8. All locks, bolts, security systems or protective aids effected whenever practicable during normal business hours and at all times outside the normal business hours.
9. All means of entry to or exit from the premises or any safe or strong room in the premises to be properly secured.
10. Daily record to be maintained and all the transactions involving money (whether in safe /strong room or otherwise) are updated with respect to money in transit and the same to be kept at secured place.

GENERAL CONDITIONS

1. NOTICE:

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the office of the Company through which this insurance is affected.

2. DUTY OF DISCLOSURE:

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company, in the event of misrepresentation, or non-disclosure of any material fact.

3. REASONABLE CARE:

The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.

4. CLAIMS PROCEDURE:

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:

- a) The Insured shall give immediate notice thereof in writing to the nearest office of the Company, with a copy to the Policy-issuing office of the Company as well as lodge forthwith a complaint with the Police with 24 hours of its discovery and FIR shall be first obtained. The insured shall take all steps to discover the guilty person or persons and o recover the cash lost.
- b) The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained, respectively.
- c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- d) In case of death claim in respect of any authorized money carrying employee on account of assault, post mortem examination of the body in respect of whom such claim is made and provide the insurer with the necessary report(s) in this regard. In such case prior written notice



must be given to the insurer before interment or cremation unless reasonable cause is shown and in any case within one calendar month after the death.

5. CONTRIBUTION:

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

6. SUBROGRATION:

The Insured 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 required by the Company for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their 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.

7. FRAUD:

If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefits under this Policy shall be forfeited.

8. CANCELLATION:

The Company may at any time cancel this Policy by giving 15 days notice in writing by Regd. A.D. to the Insured at his last known address in which case, in respect of Section I of the Schedule, the premium paid shall be adjusted on the basis of the actual amount in transit, during the period of insurance and in respect of Section II on pro-rata basis.

The Insured may also cancel this Policy by giving 15 days notice in writing to the Company, in which case the premium under Section I shall be adjusted on the basis of the actual amount in transit during the period of insurance, and in respect of Section II, on the Company's customary short period scales.

9. Arbitration:

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such dispute or difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference or if they cannot agree upon a single arbitrator within 30 days of any party



invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no dispute / difference 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 of the amount of the loss or damage shall be first obtained.

It is also hereby 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.

10. OBSERVANCE OF TERMS AND CONDITIONS:

The due observance and fulfillment of the terms and 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 this Policy.

11. RENEWAL NOTICE:

The Company shall not be bound to issue any renewal notice not shall be bound to accept the renewal premium thereunder.