



RAHEJA
QBE

Raheja QBE General Insurance Company Limited

Corporate Office: Fulcrum, 501 & 502, A wing, 5th Floor, International Airport Project Road,
Sahar, Andheri East, Mumbai - 400059

Toll Free No.: 1800-102-7723 (9 am to 8 pm, Monday to Saturday)

Website: www.rahejaqbe.com Email: customercare@rahejaqbe.com

Corporate Identity Number: U66030MH2007PLC173129 IRDA Reg. No. 141

UIN: IRDAN141RP0002V01202324

POLICY SCHEDULE

Policy Number:	Period of Insurance	Policy Issuing Office
	(both dates inclusive)	Contact No.
Insured Name:	Intermediary Name:	
Insured Address:	Intermediary Code:	

Please read this document carefully

Named Insured	_____
Professional Business Practice	_____
Territory	_____
Jurisdiction	_____
Limit of indemnity	
Limit any one occurrence	INR _____
Limit any one period of insurance	INR _____
Estimated annual turnover	INR _____

Retroactive Date

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Raheja QBE Third Party Crime Insurance Policy

Deductible

Other Terms & Conditions:

1	
2	
3	
4	
5	

Premium

Premium	INR
CGST	INR
SGST	INR
Total	INR

The contract will be cancelled ab initio in case: the consideration under the **Policy** is not realized.

The Stamp duty of Rs. 1/- (One Rupee only) paid by, Dated as prescribed in Government Notification Revenue and Forest Department No.

This document is digitally signed, hence counter signature is not required.

Signed for and on behalf of the Company

Authorized Signatory

Raheja QBE General Insurance Co. Ltd

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POLICY WORDINGS

1. Insurance Cover

RAHEJA QBE agrees to indemnify the **Insured** against its actual legal liability to its **Client** for **loss** arising from a Claim in respect of any fraudulent, dishonest or criminal acts committed by its **Employees** (whether acting alone or in collusion with others) in the course of the **Insured's** provision of its professional services to such **Clients**, provided that such Claim is first made against the **Insured** and reported to **RAHEJA QBE** during the **Policy period** or, where applicable, the Extended Notification Period.

2. Definitions

- 2.1 **Client**" means "A customer for whom the **Insured** provides services for a fee pursuant to a written contract with such customer.
- 2.2 **Counterfeit** or **counterfeiting** means the imitation of an authentic negotiable instrument such that the **Insured** is deceived on the basis of the quality of the imitation to believe that the said item is the authentic original negotiable instrument. Fictitious instruments which merely contain fraudulent misrepresentations of fact and are genuinely signed or endorsed are not **counterfeit**
- 2.3 **Discovered** or **discovery** means when any **Insured** or any of the **Insured's** directors, partners, officers, departmental directors, senior managers or equivalent become aware or ought reasonably have become aware of any act or acts which could reasonably be foreseen to give rise to a **loss** covered by this **Policy** even though the exact amount or details of a **loss** are not known at the time of **discovery**. Such **discovery** shall constitute knowledge possessed or **discovery** made by every **Insured**

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- 2.4 **Employee** means any natural person, other than a director or partner, who has entered into or works under a contract of service with any **Insured** and whom such **Insured** compensates by salary, wages and/or commissions and whom the **Insured** has the right to govern and direct in the performance of such service. The term **Employee** shall also mean any:
- I. director or trustee of the **Insured** whilst performing acts coming within the scope of the usual duties of an **Employee** of the **Insured**;
 - II. part-time or temporary **Employee** performing the duties of an **Employee** under the **Insured's** supervision;
 - III. retired **Employee** appointed by the **Insured** under a written contract whom the **Insured** governs and directs in the performance of their service as an **Employee**;
 - IV. student, secondee or volunteer pursuing studies, gaining work experience or performing the duties of an **Employee** under the **Insured's** supervision;
 - V. ex-**Employee** of the **Insured**, for a period not exceeding 90 days following the formal termination of their employment with the **Insured** (other than where such termination is as a result of an act covered under this **Policy** in accordance with Exclusion 3.9(i));
 - VI. trustee, fiduciary, administrator or officer of any **Plan**;
 - VII. solicitor, other than a sole practitioner, retained by the **Insured** and any **Employee** of such solicitor whilst performing legal services for the **Insured**;
 - VIII. person provided to the **Insured** by an employment agency (or similar source) to perform the duties of an **Employee** under the **Insured's** supervision;
 - IX. person or **Employee** of an organisation to whom or which the **Insured** **outsource** any administrative function;
 - X. **Employee** which the **Insured** is unable to identify by name but whose act or acts have caused a **loss** covered under this **Policy**, provided that the evidence submitted proves beyond reasonable doubt that the **loss** was due to the act of such **Employee**.

Notwithstanding the above the term **Employee** does not mean any person who is or acts on behalf of any external auditor, external accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee, contractor or other similar agent or representative unless specifically agreed by **RAHEJA QBE** and endorsed to this **Policy**.

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2.5 **Fraudulent act** means:

- I. the forgery or **counterfeiting** or fraudulent alteration of any **money, securities** or instruction upon which the **Insured** has acted or relied and shall include incoming cheque forgery; or
- II. the forgery or fraudulent alteration of any cheque or similar written promise by the **Insured** to pay a veritable sum representing **money** drawn upon the **Insured's** account at any bank at which the **Insured** maintain a current or savings account;
- III. the fraudulent use of any corporate credit, debit or charge card issued to the **Insured** or any **Employee** of the **Insured** for business purposes where such card is forged or fraudulently altered provided that the **Insured** and the **Employee** have complied fully with the provisions, conditions or other terms under which the card was issued and provided the **Insured** was legally liable for such **loss**;
- IV. computer or fund transfer fraud

2.6 **Fraudulent alteration** means a material alteration to an instrument for a fraudulent purpose by any other person other than the person who was authorised to prepare or sign the instrument

2.7 **Incoming cheque forgery** means the **fraudulent alteration** of, on or in:

- I. any cheque or draft
 - a. drawn upon by any bank; or
 - b. drawn upon by any corporation upon itself; or
- II. any cheque or written order or direction to pay a veritable sum representing **money** drawn by any public body upon itself, or in any warrant drawn by any public body which the **Insured** shall receive at any of its **premises** in payment or purported payment for:
 - a. tangible property sold and delivered; or
 - b. services rendered.

2.8 **Insured** means the **Policyholder** and any of the **Policyholder's subsidiary** and associated companies and any **Plan** existing at the inception of this **Policy**.

2.9 **RAHEJA QBE** means Raheja QBE General Insurance Company Limited.

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- 2.10 **Limit of indemnity** means the **limit of indemnity** as specified in the **schedule**.
- 2.11 **Loss** means Any compensatory amount that an **Insured** shall become legally liable to pay to a third party in respect of judgments or awards rendered against an **Insured** or settlement to which **RAHEJA QBE** 's prior written consent was obtained. '**Loss**' shall not mean or include the return or offset of, or damages measured by, fees, charges, or commissions for goods or services already provided or contracted to be provided; any amounts for which the **Insured** is not legally liable, or for which there is no legal recourse against the **Insured**
- 2.12 **Management control** means that the **Policyholder** has the right to control the day-to-day management of the relevant entity and sets security and internal control procedures, whether financial or operational
- 2.13 **Money** means currency, coins, bank notes and bullion, cheques, travellers cheques, registered cheques, postal orders and **money** orders held for sale to the public
- 2.14 **Outsource** means the retention and authorisation by the **Insured** of a person or an organisation to perform a normal administrative function on behalf of the **Insured**, provided that:
such function is performed under a written contract; and
- I. the **Insured** retain the right to audit the performance of such function; and
 - II. the **Insured** can demonstrate that they have vetted the person or organisation for competency, financial stability and honesty prior to the retention and authorisation by the **Insured** of such person or organisation to perform such function.
 - III. Cover in respect of any person or organisation to whom the **Insured outsource** any administrative function shall apply in excess of any indemnification or valid and collectible insurance or indemnity, contractual or otherwise, available to the **outsource** entity or the **Insured**.
- 2.15 **Plan** means any pension, **Employee** benefit, welfare benefit, share save or share option **Plan** or charitable fund or foundation established and maintained by the **Insured** for the benefit of the past, present and future **Employees** of the **Insured** or their respective beneficiaries.

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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** of the **Insured**. However upon written request by the **Policyholder**, **RAHEJA QBE** may consider, after assessment and evaluation of the increased exposure, granting cover for acts committed prior to the acquisition of a **Plan**. Such cover is only valid when specifically agreed in writing by **RAHEJA QBE**.

2.16 **Policy** means:

- I. the **schedule**, this **Policy** wording; and
- II. any endorsement attaching to and forming part of this **Policy** either at inception or during the **Policy period**; and
- III. the **Insured's** statements in the **proposal form**.

2.17 **Policyholder** means the organisation specified in the **schedule**.

2.18 **Policy period** means the period specified in the **schedule**

2.19 **Premises** means the interior portion of any building owned or occupied by the **Insured** and in which they conduct their business.

2.20 **Premium** means the **premium** specified in the **schedule** or in any endorsement to the **schedule**.

2.21 **Proposal form** means the information provided by the **Insured** prior to the inception of this **Policy** and shall include the written proposal and any attachments to it.

2.22 **Schedule** means the **schedule** attached to this **Policy** and any amendment to it authorised by **RAHEJA QBE**.

2.23 **Securities** mean all negotiable and non-negotiable instruments or contracts, including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security, representing either **money** or property, but does not include **money**.

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2.24 **Subsidiary** company means any company in which the **Policyholder** either directly or indirectly through one or more of its subsidiaries:

- I. controls the composition of the board of directors; or
- II. controls more than half of the voting power; or
- III. holds more than half of the issued share capital

cover for any **subsidiary** company shall only apply in respect of **loss** arising out of any act covered under this **Policy** committed whilst such entity is a **subsidiary** company of the **Policyholder**. However upon written request by the **Policyholder**, **RAHEJA QBE** may consider, after assessment and evaluation of the increased exposure, granting cover for acts committed prior to the acquisition of a **subsidiary** company. Such cover is only valid when specifically agreed in writing by **RAHEJA QBE**.

2.25 **Terrorism** means any act, of any person or group(s) of persons, whether acting alone or on behalf of any organisation(s) or government(s) which from its nature or context is done for political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear

3. Exclusions

RAHEJA QBE shall not be liable to indemnify the **Insured** for any **loss** directly or indirectly arising from, or related or amounting to any of the following:

3.1 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**.

3.2 Credit Risks

Loss resulting from the complete or partial non-payment of or default upon any credit arrangement or **loss** caused by forgery or the fraudulent alteration of assets received by the **Insured** in purported payment for property sold and delivered on credit unless such **Loss** is covered under Insurance cover

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3.3 Directors/Partners

Loss resulting directly or indirectly from any act or series of acts committed by any director or partner of the **Insured**, whether acting alone or in collusion, except to the extent that at the time the relevant act is committed such director or partner is deemed to be an **Employee** under Definition 2.4.

3.4 Employee Acts

Loss resulting directly or indirectly from any act or series of acts of any **Employee** unless expressly covered under Insurance Cover or any relevant extensions.

3.5 Extortion or Kidnap and Ransom

Loss due to extortion or kidnap and ransom unless covered under Insurance Cover 1(A).

3.6 Fees, Costs and Expenses

Fees, costs or other expenses incurred in establishing the existence or amount of **loss** covered under this **Policy**, or in prosecuting or defending any legal proceeding, or for any recall costs or costs associated with a recall.

3.7 Fines, Penalties or Damages

Fines, penalties or damages of any type for which the **Insured** is legally liable, except direct compensatory damages .

3.8 Fire

Loss or damage caused by fire, other than **loss** of or damage to **money, securities**, safes or vaults as provided under Standard Extension 4.3.

3.9 Loss Sustained after Knowledge

Loss caused from the time any **Insured** or any of the **Insured's Employees** (including any director or partner) or any other individual or organisation shall have knowledge or information that such **Employee** or any other individual or organisation has committed any act or acts of fraud, dishonesty, criminal damage, theft or any fraudulent act:

- a. whilst such **Employee** is in any **Insured's** service or during the term of employment with any **Insured**; or
- b. prior to an **Employee** being employed by any **Insured**, provided the act or acts involved **money, securities** or other property **valued at INR 700,000,000** or more.

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3.10 Major Shareholder

loss involving any person who, at the time of committing an act which results in a **loss** covered by this **Policy**, owns or controls more than percentage as specified in the **schedule** of the **Insured's** issued share capital of any **Insured**.

3.11 Non-violent crime

Loss of and/or damage to any **money, securities** or property without the use of any force and violence other than in respect of:

- I. **Money** and/or **securities** on the **premises** or in transit if extension is opted for
- II. fraudulent act committed by any other person; or
- III. **Loss** committed by an **Employee** of the **Insured** and covered under Insurance Cover

3.12 Premises Damage

Damage or destruction to any:

- i. **Premises** or building, however caused; or
- ii. contents and fixtures and fittings in the **premises**.
- iii. Safes or vaults unless cover is opted for by the **Insured**

3.13 Prior or Subsequent **Discovery** of **Loss**

Loss the **Insured** discovered:

- i. prior to the commencement of the **Policy period**; or
- ii. subsequent to the expiry of the **Policy period**.

3.14 Profit, **Loss** or Inventory Computation

Loss, the proof of which is dependent solely upon a:

- i. profit and **loss** computation or comparison; or
- ii. comparison of inventory records with an actual physical count

However, where an **Employee** is involved and has been identified, inventory records and actual physical count of inventory can be submitted as supporting documentation of **loss**.

3.15 Proprietary Information, Patents ,Trade Secrets and Intellectual Property **Loss** of or arising from directly or indirectly the accessing of any confidential information including but not

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limited to trade secrets, computer programmes, customer information, patents, trademarks, copyrights or processing methods.

3.16 Radioactivity and Nuclear

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

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.17 Violent crime by any individual or organisation

Loss arising out of theft occasioning the use of forcible and violent means unless:

- (i) unless opted for by the **Insured**
- (ii) committed by an **Employee** (acting alone or in collusion with others and covered under Insurance Cover

3.18 Voluntary Exchange or Purchase

Loss arising out of the voluntary giving or surrendering (whether or not such giving and surrendering is induced by deception) of **money, securities** or other property in any exchange or purchase, unless

- (i) such **Loss** is committed by an **Employee** (acting alone or in collusion with others) and covered under Insurance Cover or
- (ii) is as a result of a fraudulent act committed by any other person.

3.19 War and Terrorism

RAHEJA QBE shall not be liable to indemnify the **Insured** for any **loss** directly or indirectly arising from, or related or amounting to any of the following:

This **Policy** excludes **loss** caused by, resulting from or in connection with any of the following;

- I. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, regardless of any other cause or event contributing concurrently or in any other sequence to the **loss**; or

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- II. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the **loss**.

This exclusion also applies to **loss** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1. and/or 2. above.

If **RAHEJA QBE** allege that by reason of this exclusion, any **loss** is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.

3.20 **Loss of Inventory**

Loss of, or damage to, inventory/ stocks whilst held or in transit.

4. **General Provisions**

4.1 **Limit of indemnity**

The payment of any **Loss** shall not reduce **RAHEJA QBE** 's liability for other **losses**. **RAHEJA QBE** 's maximum liability for any single **loss** shall not exceed the amount specified in the **schedule**.

4.2 **Limit of indemnity** under this **Policy** and Prior Insurance

Loss which is covered partly by this **Policy** and partly by any other **Policy** (including policies of which this is a renewal) issued by **RAHEJA QBE** to the **Insured**, for which the previous **discovery** period has not expired, shall be limited to the larger amount of insurance under the previous **Policy** or this **Policy** and shall on no account be cumulative.

4.3 **Non Accumulation of Liability**

Regardless of the number of years this **Policy** is in force and irrespective that it is or may be renewed and regardless of the number of **premiums** paid, the **limit of indemnity** as specified in the **schedule** shall not be cumulative from year to year or period to period.

4.4 **Retention and Other Insurance**

For each and every **loss**, cover under this **Policy** will be excess of the greater of:

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- i. the Retention specified in the **schedule**; or
- ii. the amount of any other valid and collectible insurance or indemnity, contractual or otherwise, available to the **Insured**.

If a **loss** is covered partly under this **Policy** and partly under a prior **Policy** written by another insurer or carrier, the Retention under this **Policy** applicable to the **loss** will be reduced by the retention or deductible actually applied to **loss** under such other **Policy**.

4.5 Single **Policy**

This **Policy** is a single contract of insurance and if more than one **Insured** is covered this **Policy** shall nevertheless be and remain a single contract of insurance for the benefit of the **Insured** as joint **Insured** and, accordingly, without limitation:

- I. the **Policyholder** shall act for itself and for all **Insured** for all purposes under this **Policy**, including but not limited to the giving and receiving of notice, the giving of notice of **loss**, the payment of **premiums** that may become due and the receipt and acceptance of any endorsements issued to form a part of this **Policy**;
- II. payment of any **loss** under this **Policy** to the **Policyholder** shall fully release **RAHEJA QBE** with respect to such **loss**;
- III. if there is more than one **Insured** under this **Policy** and any such entity other than the **Policyholder** ceases for any reason to be covered under this **Policy**, then the remaining **Insureds** shall continue to be joint **Insured** for all purposes under this **Policy**;
- IV. knowledge possessed or **discovery** made by any **Insured** or by any director, partner, officer, departmental director, senior manager or equivalent thereof of any **Insured** shall for all purposes constitute knowledge possessed or **discovery** made by every **Insured**;
- V. **RAHEJA QBE** 's liability for **loss** sustained by any or all of the **Insured** shall not exceed the amount for which **RAHEJA QBE** would be liable had all such **loss** been sustained by any one of the **Insured**.
- VI. in calculating **loss** covered under this **Policy**, where another **Insured** receives a benefit corresponding or relating to such **loss**, that benefit will be set off against the value of such **loss**.

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4.6 How to Give Notice and Report a Loss

- I. Notice of **loss** shall be given in writing to
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- II. The **Insured** shall, as a condition precedent to the obligations of **RAHEJA QBE** under this **Policy**:
 - i. give written notice to **RAHEJA QBE** as soon as practicable but in any event no later than 60 days after **loss** is **discovered**; and
 - ii. give notice to the police; and
 - iii. provide **RAHEJA QBE** with all requested information and documents and co-operate with **RAHEJA QBE** in all matters pertaining to the **loss**; and
 - iv. furnish to **RAHEJA QBE** affirmative proof of **loss** with full particulars within 6 months of **discovery**.

4.7 Loss Settlement

RAHEJA QBE may, with the **Insured's** consent, settle any claim for **loss** of property with the owner. Any property for which **RAHEJA QBE** has made indemnification shall become the property of **RAHEJA QBE**. At its discretion, **RAHEJA QBE** may pay the actual cash value or make applicable repairs or replacements.

4.8 Basis of valuation

In no event shall **RAHEJA QBE** be liable for more than:

- i. the actual market value, published by the Reserve Bank of India of **securities**, foreign funds, currencies or precious metals at the close of business on the day the **loss** was **discovered**, or, if less, the actual cost of replacing the **securities**;
- ii. 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 furnished by the **Insured** in order to reproduce books of accounts and records;
- iii. the cost of labour for the actual transcription or copying of electronic data furnished by the **Insured**, in order to reproduce such electronic data;
- iv. the actual cash value of other property at the time of **loss** or the actual cost of repairing or replacing the property with property or material of like quality or value, whichever is less. The actual cash value of other property if held by the

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Insured as

a pledge, or as collateral for an advance or a loan, shall be considered not to exceed the value of the property as determined and recorded by the **Insured** when making the advance or loan, or in the absence of a record, the unpaid portion of the advance or loan plus accrued interest at legal rates.

4.9 Recoveries

Recoveries (except from insurance, reinsurance, sureties or indemnity), will be allocated in the following order of reimbursement:

- i. firstly, for any costs and expenses reasonably and necessarily incurred in relation to the recovery;
- ii. secondly, the **Insured** will be reimbursed for any **loss** exceeding the **limit of indemnity** specified in the **schedule**;
- iii. thirdly, **RAHEJA QBE** will be reimbursed for any settlement made; and
- iv. lastly, the **Insured** will be reimbursed for **loss** equal to the Retention amount specified in the **schedule**.

4.10 Subrogation

In the event of any payment under this **Policy**, **RAHEJA QBE** shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery in respect of the payment. The **Insured** shall execute all papers required and shall do everything necessary to secure any rights including the execution of any documents necessary to enable **RAHEJA QBE** effectively to bring suit in the name of the **Insured** whether such acts shall be or become necessary before or after payment by **RAHEJA QBE**.

4.11 Policy Construction and Arbitration

(a) Policy Construction

- i. The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian laws.
- ii. The marginal notes and titles of paragraphs in this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.
- iii. Under this **Policy**, the masculine includes the feminine and the singular includes the plural and vice versa.

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(b) Arbitration

All matters in dispute between **Insured**, any other party covered by this insurance and Raheja QBE arising out of or in connection with the construction or formation of this insurance will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed, then either party may apply for the appointment of a mediator of their choice and each party shall share equally the costs of the mediator and the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take, the dispute will be referred by either party to arbitration in India and the laws of India will apply. The arbitration tribunal will consist of one arbitrator appointed by agreement between the parties. If the parties are unable to agree within 30 days of a written request for arbitration made by either party, an arbitrator will be appointed in accordance with THE ARBITRATION AND CONCILIATION ACT, 1996 and its subsequent amendments. The arbitration will itself be conducted in accordance with THE ARBITRATION AND CONCILIATION ACT, 1996. The language of the arbitration shall be English. The Seat of Arbitration shall be at Mumbai.

4.12 This **Policy** and any rights under it cannot be assigned without written consent of **RAHEJA QBE**

4.13 Changes in Risk during Policy period

If during the **Policy period** any of the following changes in risk take place, then the cover provided under this **Policy** is amended to apply only to those acts committed prior to the effective date of such change in risk.

For the purpose of this General Provision changes in risk mean:

- i. the liquidation of the **Policyholder**, or the appointment of a receiver, liquidator, manager or administrator in respect of the **Policyholder**; or
- ii. the liquidation of any single **Insured** or the appointment of a receiver, liquidator, manager or administrator of such **Insured**

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- iii. the consolidation or merger of the **Policyholder** with another business entity, or upon any purchase, assignment, transfer, pledge or sale of assets or shares occasioning any change in control of the **Policyholder**; or
- iv. a change of control in any **Insured**; or
- v. knowledge that an act of fraud or dishonesty or criminal damage has been committed by any **Employee** of the **Insured** or any director, partner, officer, departmental director, senior manager or equivalent as set out under Exclusion 3.9; or
- vi. a fraudulent act, any act of theft or criminal damage committed by any other person as set out under Exclusion 3.9.

4.14 Cancellation

This **Policy** may be cancelled as follows:

- I. by the **Policyholder** immediately upon **RAHEJA QBE** 's receipt of a written notice. In such case, **RAHEJA QBE** shall refund any unearned **premium** calculated at pro-rata of the annual **premium** except in the event of a **loss** having been **discovered** prior to the date of cancellation whereby no refund in **premium** shall be due;
- II. by **RAHEJA QBE** following the issue of written notice to the address specified in the **schedule** in respect of the **Policyholder** or any **Insured** or any **Employee** of any **Insured**. Cancellation shall apply 30 days following the issue of such notice.
- III. Notwithstanding any provisions to the contrary stated above, **RAHEJA QBE** may cancel this policy only on the grounds of established fraud in the case of an individual/retail **Insured**. All other cancellation provisions outlined above shall continue to apply.

4.15 Fraudulent claims

If any claim is in any manner false, dishonest or fraudulent, or is supported by any false, dishonest or fraudulent means or devices, whether by any **Insured** or anyone acting on behalf of an **Insured** or with the **Insured**'s knowledge, then this **Policy** shall be void and all benefits paid or potentially payable under it shall be forfeited.

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**4.16 Signature and
Alteration**

The insurance provided by this **Policy** is operative only if this **Policy** bears the signature of an authorised representative of **RAHEJA QBE** and no change in or modification to this **Policy** will be effective unless made by written endorsement bearing the signature of an authorised representative of **RAHEJA QBE** .

4.17 Proposal and Representation

In granting cover to any one **Insured**, **RAHEJA QBE** has relied upon the statements and particulars in the proposal together with its attachments and other information supplied. All such statements, attachments and information are the basis of and are deemed incorporated into the contract. The **Insured** shall not conceal or misrepresent any material fact or circumstance when making such representation.

4.18 Title and Italics

The titles of these paragraphs are for convenience only and do not lend any meaning to this contract. In this **Policy**, words in italics have special meaning and are defined.

What to do in the event of a claim?

If an event happens which may give rise to a claim under this **Policy** you must:

1. Inform incident to us as soon as possible. You will be provided with advice on the procedure to follow. You may call Raheja QBE Call Centre on Toll Free No: 1800-102-7723 OR notify **loss** by email to claims@rahejaqbe.com OR report claim on **RAHEJA QBE** Website www.rahejaqbe.com OR send Letter or Fax to **RAHEJA QBE** office
2. Please supply us with all information we require to settle the claim.
3. Take all reasonable precautions to prevent further **loss** or damage.
4. Not negotiate, admit, repudiate or pay any claim by any person.
5. Co-operate with us fully in any action we take if we have a right to recover any **money** payable under this **Policy** from any other person.
6. If in doubt at any time please call us for advice

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What you must not do in the event of a claim?

You must not:

1. admit liability if an incident occurs which is likely to result in someone claiming against you
2. make any admission of guilt or promise or offer of payment in connection with any such claim, unless we first agree in writing. This applies to you or any other person making a claim under this **Policy**.

Dispute Resolution

Raheja QBE shall take all steps to settle your claim in accordance with **Policy** terms and conditions. However, since the **Policy** does not cover all eventualities, there may be disagreement between us about the **Policy**. For resolution of such disputes We have developed an elaborate Grievance Redressal Mechanism.

At the **Insured's** request, the claim will be considered afresh by our Grievance Committee. If the **Insured** is not satisfied with the decision of the Grievance Committee, the **Insured** may approach the offices of the Insurance Ombudsmen as listed out in Annexure A to this **Policy**. In case of a complaint or grievance, We may be contacted for redressal of the grievance on the following details:

Website: www.rahejaqbe.com

E-mail: complaints@rahejaqbe.com

Telephone: 1800-102-7723 (Toll Free)

Fax : 022- 42313777

Post/Courier: Any branch office or the correspondence address, during normal business hours

If You are not satisfied with redressal of the complaint/grievance through one of the above channels, you may contact our Grievance Officer at:

The Grievance Cell, and /or Claims Manager

Fulcrum, 501 & 502, A wing, 5th Floor, International Airport Project Road, Sahar

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If You are not satisfied with our redressal of complaint/grievance through one of the above channels, You may approach the nearest Insurance Ombudsman for resolution of the grievance/complaint

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Annexure A

CONTACT DETAILS	JURISDICTION
AHMEDABAD Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@gbic.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@gbic.co.in	Karnataka.
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:- bimalokpalbhopal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.

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BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel:- 0674-2596461 / 2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@gbic.co.in	State of Orissa.
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel:- 0172-2706196/5861 / 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@gbic.co.in	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:- bimalokpal.delhi@gbic.co.in	State of Delhi
ERNAKULAM Office of the Insurance Ombudsman, 2nd floor, Pulinat Building,	Kerala, Lakshadweep, Mahe-a part of Pondicherry

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<p>Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulum@gbic.co.in</p>	
<p>GUWAHATI 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 Email:- bimalokpal.guwahati@gbic.co.in</p>	<p>States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-65504123/23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@gbic.co.in</p>	<p>States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory</p>
<p>JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@gbic.co.in</p>	<p>State of Rajasthan.</p>
<p>KOLKATA Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072.</p>	<p>States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.</p>

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<p>Tel:- 033-22124339 / 22124340</p> <p>Fax:- 033-22124341</p> <p>Email:- bimalokpal.kolkata@gbic.co.in</p>	
<p>LUCKNOW</p> <p>Office of the Insurance Ombudsman,</p> <p>6th Floor, Jeevan Bhawan,</p> <p>Phase-II, Nawal Kishore Road,</p> <p>Hazratganj,</p> <p>Lucknow-226 001.</p> <p>Tel:- 0522-2231330 / 2231331</p> <p>Fax:- 0522-2231310.</p> <p>Email:- bimalokpal.lucknow@gbic.co.in</p>	<p>District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI</p> <p>Office of the Insurance Ombudsman,</p> <p>3rd Floor, Jeevan Seva Annexe,</p> <p>S. V. Road, Santacruz (W),</p> <p>Mumbai - 400 054.</p> <p>Tel:- 022-26106928/360/889</p> <p>Fax:- 022-26106052</p> <p>Email:- bimalokpal.mumbai@gbic.co.in</p>	<p>States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA</p> <p>Office of the Insurance Ombudsman,</p> <p>Bhagwan Sahai Palace,</p> <p>4th Floor, Main Road,</p> <p>Naya Bans, Sector-15,</p> <p>Gautam Budh Nagar, Noida</p> <p>Email:- bimalokpal.noida@gbic.co.in</p>	<p>States 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, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA</p> <p>Office of the Insurance Ombudsman,</p> <p>1st Floor, Kalpana Arcade Building,</p> <p>Bazar Samiti Road,</p> <p>Bahadurpur,</p>	<p>States of Bihar and Jharkhand.</p>

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Patna - 800 006. Email:- bimalokpal.patna@gbic.co.in	
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320 Email:- bimalokpal.pune@gbic.co.in	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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