



BANKER'S INDEMNITY POLICY

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PROSPECTUS/ SALES LITERATURE

The Banks/ Financial Institutions carry a heavy financial risk in their day to day operation. For this purpose, ITGI has come out with a policy called “Bankers’ Indemnity” to cater to the needs of Banks, Financial Institutions. The cover can be given to following category of Banks/Financial Institutions :-

- Banking company as defined in Section 5 of the Banking Regulations Act, 1949;
- a corresponding new Bank constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970.
- the State Bank of India constituted by State Bank of India Act, 1955;

- Associate Bank as defined in Section 2 of the State Bank of India(Subsidiary Banks) Act, 1959;
- Co-operative Banks as defined in Section 56(a) of the Banking Regulation Act 1949;
- Regional Rural Banks established under Section 3(1) of the Regional Rural Banks Act (21 of 1976) and
- Any Bank established under a Land Mortgage Bank Act or Land Development Bank Act of any State.
- Any Other Bank/Financial Institution which has been established and is functioning under the Guidelines of RBI but excluding any NBFC.

SCOPE OF THE COVER:

The ITGI will indemnify the Insured against loss of Money/Securities sustained:

a) On Premises:

By any reason of Money and/or Securities which belong to Insured or in their responsibility, custody in their own Premises or in premises of their Bankers deposited in safe deposit for purpose of exchange, conversion with Issuers or its agents or with any person employed to manage exchange or conversion; lost or destroyed due to fire, Riot & Strike, Burglary or Housebreaking, Theft, Robbery or Hold up by any person including employees of Insured.

b) In Transit:

Money or Securities being lost, stolen, mislaid, misappropriated or made away with whether due to negligence or fraud of the employees or otherwise whilst in transit in hands of such employees from the point it is received and to continue until thereof at destination.

c) Forging or Alteration:

By reason of the payment made in respect of bogus or fictitious or forged or raised cheques and/or drafts and/or genuine cheques and/or Travellers Cheques and/or Gift Cheques,

Drafts, FDRs (excluding Bills of Discount and other Credit facilities) issued by the Insured bearing forged endorsements or establishment of Credit.

d) Dishonesty:

Loss of Money and/or Securities by reason of fraud, dishonesty of employees of Insured which have been committed singly or in connivance with others.

e) Hypothecated Goods:

By reason of fraud and/or dishonesty by employees of Insured in respect of any goods pledged or hypothecated to Insured and under his control.

f) Registered Postal Sending:

Due to loss by Robbery, Theft or other causes not excluded whilst in direct transit or intended to be despatched by Registered Post from Insured's office to the consignee provided that such Parcel Post is insured.

Limit of Liability:

10% of Basic Sum Insured or Rs.50,000/- whichever is less for one consignment.

g) Appraisers:

Loss due to infidelity or criminal acts on part of Appraisers which are on approved list of Insured approached and selected after thorough scrutiny.

Limit of Liability for one loss or all losses :

5% of Basic Sum Insured or Rs.25,000/- whichever is less.

h) Janta Agents/Chhoti Bachat Yojna Agents/Pygmic Collectors:

Due to infidelity or criminal acts on part of above agents provided that

1. these agents are part time commission agent of the Bank
2. they are appointed after full scrutiny about their credentials which is guaranteed by reliable independent persons.

Limit of Liability:

5% of Basic Sum Insured or Rs.20,000/- whichever is less for each agent.

POLICY TERM

Policy term for this policy shall be 12 (twelve) calendar months.

IMPORTANT EXCLUSIONS:

The Company shall not be liable for:

1. Act of God Perils such as Earthquake, Volcanic eruption, Subterranean fire or other Convulsions of nature, Flood, Inundation, Hurricane, Typhoon, Storm, Tempest, Tornado, Cyclone or Atmospheric disturbances.
2. War, Act of foreign enemy, hostilities, Mutiny, Military or popular rising insurrection.
3. Nuclear perils.
4. Losses due to negligent act or omission of Insured Employee and/or wrongful act of Directors, partners of Insured other than salaried one.
5. Loss of Money, Securities, personal property confided to Insured of which the value and description have not been ascertained before the loss.
6. Losses resulting from trading, actual or fictitious in the name of Insured or not with or without knowledge of Insured and not withstanding any act or omission on the part of any employee in connection herewith whether acting within the scope of authority or with any account recording the same.
7. Losses attributable directly or indirectly to a manipulation or faulty computer or EDP System and/or any fraudulent use of the computer of other EDP system by employee or outsiders whether these computers or EDP System belongs to Insured or shared with others.
8. Loss due to any act committed by concerned employee(s) after a discovery of loss in which the said employee(s) was involved.

IMPORTANT CONDITIONS:**1. Audit:**

The Accounts of Insured shall be audited by Statutory Auditors of Insured annually.

2. Examination of Books of Accounts:

In case of any loss, the authorised Representative of the Company has a right to examine into circumstances of such loss and the Insured shall produce all Books of Accounts, Receipts and documents relating to or containing entries relating to the loss in his possession and will also show Internal Inquiry Report for determination of the negligence, the involvement of employee so far all those documents relate to claim and will in any way enable company to ascertain the liability.

3. Right to Recoveries:

Any amount which but for the acts or defaults on which the claim shall be found, would have become payable by Insured to his employee in respect of whom a claim is made hereunder or any other money which shall be due to such employee from Insured shall be deducted from the amount payable under this Policy and all the monies, estates and effects of such employee in the hands of Insured or received or possessed by Insured and all claims which may be or prior to the settlement of the claim from Insured to the employee and also all monies or effects which shall come into possession of Insured or Insured's power for or on account of such Employee in respect of whom any claim shall be made on this Policy shall be applied by Insured towards making good the amount of this claim under this Policy in priority to any other claim of Insured upon such monies, estates or effects. The Company shall without thereby being held to admit any claim or being held to admit any claim be entitled at any time in the name Company or Insured's name to take steps for recovery of any property claimed for and Insured shall be bound to give the Company all information and reasonable assistance in so doing. The Insured may also be required as a condition of any settlement, to procure and give to the Company a valid legal title to the property settled. Any money recovered after settlement of any claim shall be over property not exceeding, however, the amount paid by US.

4. Subrogation:

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

5. Contribution:

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

IMPORTANT PROVISIONS:

1. Excess:

2% of basic sum insured or 25% of each loss, whichever is higher, except for those losses caused by Fire, Riot and Strike, Burglary and Housebreaking Risks under item 1 to 5 of Scope of Cover but not exceeding Rs.50,000/-

In respect of loss under 6, 7 and 8, 25% of each loss in Excess.

2. Reinstatement:

During all the times in the period of Insurance, the Sum Insured will be maintained to the full extent. Accordingly after settlement of any loss, pro-rata premium at the basic rate for the unexpired period for the amount of loss will be payable by Insured to the company and such premium will be deducted from the loss amount. The continuous cover to the full extent will be available, notwithstanding any previous loss for which the company may have paid and irrespective of the fact whether additional premium as mentioned above has been actually paid or not following discovery of loss. The intention of this clause is to ensure continuity of the cover to the Insured subject only to right of the company for deduction from the claim amount when settled, of pro-rata premium to be calculated from the date of discovery of each independent loss till expiry of Policy under which the loss falls.

However, the liability of the company will be limited to twice the Sum Insured during the entire period of Policy. Thus Reinstatement provision will not apply to such losses not discovered within six calendar months from the date of non-renewal or cancellation of the Policy,

3. Retroactive period:

The company shall not be liable

- a) for losses not discovered within the period of this Insurance.
- b) Losses not discovered within six calendar months next following the date of expiry or the date of cancellation. However, if during the above mentioned six months, there is any other Insurance then this Policy will not cover losses covered by other Policy.
- c) For losses not sustained within a retroactive period not beyond 2 years from the date of discovery of any loss.

4. Valuation of Securities:

It shall be taken as average market price or value in Rupees on the date of discovery of such loss (omitting Sundays and Holidays). If there is no market price or value of any of them on such day, then the value shall be agreed between the respective parties and in the event of difference as ascertained by Arbitration.

5. Valuation of Jewellery, Ornaments:

It will be as per 100% value recorded in the register of the Bank at the time of pledging Jewellery/Ornaments.

Additional Limit in covers (BIP5):

It is possible to increase the limits of Sum Insured higher than Basic Sum Insured for Item 1 (on premises) and Item 2 (in transit) by appropriate additional premium. However, for any additional Sum Insured for any other item i.e.

3 (Forgery), 4 (Dishonesty) and 5 (Hypothecated Goods): The sum Insured can only be increased with the permission from Corporate office of ITGI.

INCREASE IN SUM INSURED

During any time in the Period of Insurance, the Sum Insured cannot be increased. However for specific occasion, where the client is very important and there is genuine reason then in that situation, the Corporate Office of ITGI can allow to increase the Sum Insured for any particular item by taking appropriate additional premium.

For example:

In situation like curfew, Natural calamity or due to other technological reasons (Y2k), the Bank may have to keep a higher deposit of Cash at their premises. In that situation, the Sum Insured can be increased by paying additional premium.

Cancellation Clause:

The Policy can be cancelled by the Company at any time and in that case the company will refund on pro-rata basis. However, if the Policy is cancelled at the Insured's request then in that situation the company will retain the premium on following short period provided that there has not been any claim.

Short Period Scale	Rate of Annual Premium
Period upto 1 Month	25%
1 month to 2 months	37.5%
2 months to 3 months	50%
3 months to 4 Months	62.5%
4 months to 5 months	75%
Beyond 6 months	100%

Grievance or Complaint

You may register a grievance or complaint by visiting Our website www.iffcotokio.co.in You may also contact the offices from where You have bought the policy or the grievance officer who can be reached at Our corporate office.

Grievance Department details are as mentioned below:

E-Mail ID: chiefgrievanceofficer@iffcotokio.co.in

Address: IFFCO-Tokio General Insurance Company Limited.
IFFCO TOWER – II
Plot No.3, Sector-29, Gurgaon
Haryana-122001

PROHIBITION OF REBATES

Section 41 of the Insurance Act 1938 provides as follows:

1. No person shall allow, or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.
2. Any person making default in Company with the provisions of the section shall be punishable with fine which may extend to ten lakh rupees.

Note: Sales literature contains salient features of the product. For exhaustive details on covers, exclusions and conditions, kindly refer Policy Wordings. For all Insurance contracts, Policy Schedule along with Policy Wordings will be considered as contract documents. For more and detailed information regarding policies/ claims, please contact the nearest IFFCO-Tokio Office/ Bima Kendra/ Authorized Company Agent.