

PROSPECTUS COMMERCIAL CRIME INSURANCE

In corporate India today white collar crime is on the rise and in spite of many companies having concrete internal controls like regular internal audit review & investigation teams, there is always a possibility that these can be breached by employees or third parties. Commercial Crime Insurance offers protection for certain aspects of such threats.

Highlights of Cover:

The policy provides coverage for the following:

- Insured's loss by reason of Internal Crime or External Crime
 - 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.
 - 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.
- Defence Cost: 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

Optional Endorsements:

- **Insured's Legal Liability**

This optional endorsement indemnify the Insured for Financial Loss sustained by an Insured as a result of any Claim by a Client for Legal Liability that directly results from an internal crime 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.

- **Fees and Expenses**

This optional endorsement cover includes all reasonable costs, fees and expenses incurred with the prior written consent of the Insurer for any Consultant to determine the amount of any Loss covered under this policy and any other determination, assessment and recommendation by the Consultant.

- **Expectation Damages**

Expectation Damages means any amount in excess of the Deductible incurred by and enforced against the Insured as damage pursuant to a written contract with a Client, to the extent necessary to restore the financial position of the Client to that which existed immediately prior to the occurrence of the Internal Crime and External Crime. Provided, however that such Crime is not committed in collusion with such Client nor any employee of such Client.

- **Interest Receivable Or Payable**

This optional endorsement is provided to extend to include the amount of any interest which would have been receivable but for a Loss covered under this policy, or which becomes payable by the Insured resulting directly from a Loss covered under this policy provided that the Insurer's liability for such interest receivable or payable.

- **Audit Fees**

In this optional endorsement, Insurer shall pay for fees payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of the account or the other business books or documents or such other proofs, information or evidence as may be required by the Insured for claims purposes under the Policy.

- **Care, Custody & Control**

In this optional endorsement, insurer will indemnify the Insurer will indemnify the Insured for the loss of Money or Negotiable Instruments under the control and custody of an insured and for which such insured is legally liable.

Main exclusions:

The following are some of the **important exclusions** under the policy:

1. Any known prior fraud
2. Any negligent acts or omissions
3. Indirect or consequential losses
4. Losses arising from radiation and pollution
5. Losses arising from war, terrorism and government acts
6. Fines and penalties
7. Loss arising out of extortion, kidnap or ransom

8. Bodily injury

Disclaimer: The above information is only indicative in nature. For full range of benefits available and the conditions and exclusions applicable under the policy, kindly refer to the policy wordings.