

MONEY INSURANCE POLICY

WHEREAS the insured described in the schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basic of this Contract and is deemed to be incorporated herein has applied to UNTED INDIA INSURANCE COMPANY LIMITED (herein after called the "Company") for the insurance hereinafter contained and has paid the premium started in the said schedule as consideration for such insurance during the period stated in the said Schedule

THE Company here by agrees subject to the terms, conditions and exclusions herein contained, endorsed or otherwise expressed hereon , to indemnify the insured against loss of

- (a) Money in transit, by the Insured's authorised employee(s), occasioned by Robbery , Theft or any other fortuitous cause as detailed in Section I.
- (b) Money by burglary robbery or hold up whilst in the insured's premises as detailed in Section II.in a safe or Strongroom 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 section in the said Schedule .

SECTION I

- (i) Money for payment of wages , salaries or for petty cash in direct transit from the bank to the insured's premises from the time the cash is received at the bank by the insured or the authorised employee(s) of the insured until delivery at the premises or other place of disbursement and whilst there , until paid out provided that our business hour such cash be secured in locked safe or locked strongroom on the prermises for a period not exceeding 48 hours from the time of arrival of such cash at the said premises or places of disbursements , Cheques drawn by the insured to provide for such cash are covered in transit from the premises to the bank.
- (ii) Money other than described in (i) in the personal custody of the insured or authorised employee/s whilst in direct transit between the premises and bank or post office.
- (iii) Money other than described in (i) and (ii) above belonging to the insured which is collected by an in the capital personal custody of the insured ,whilst in transit to the premises or bank within a period not exceeding 48 hours from the time of collection .

SECTION II

Money (Other than described above) whilst on the premises during the business hours and whilst secured in locked safes / or strongroom on the insured's premises , outside business hours.

DEFINITIONS

Money shall mean and include Cash, Bank Drafts, Currency Notes, Treasury Notes,Cheques , Postal Order ,and current postage Stamps.

Safe: A Strong fireproof receptacle for containing money, valuable papers or the like which is commercially marketed as a Safe.

EXCLUSIONS

The company shall not be liable in respect of:

1. 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.

Loss of money where the Insured or his employee is involved as principle or accessory. (However, loss due to fraud or dishonesty of the cash carrying employee of the insured, occurring whilst in transit and discovered within 48 hours is covered.)

3. Loss occurring on the premises, after business hours, unless the money is not in a locked safe or strong room.
4. Money carried under contract of affreightment and theft of money from unattended vehicle.
5. Loss of money from safe of strong room following use of the key to the Safe or Strong room or any duplicate thereof belonging to the insured, unless this has been obtained by threat or by violence.
6. 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 not covered by this insurance , the burden of proving that such loss or damage is covered shall be upon the Insured.
- (a) Any loss , destruction or damage , to any property whatsoever or any loss or expenses whatsoever, resulting or arising therefrom or any consequential loss, and any legal liability of whatsoever nature ,directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity , from any source whatsoever.
- (b) Any loss, destruction , damage or legal liability , directly or indirectly caused by or contributed to by , or arising from Nuclear Weapons material.
7. Consequential loss or legal liability of any kind.
8. Loss or damage due to or contributed to by the insured having caused or suffered anything to be done whereby the risk hereby insured against were unnecessarily increased.

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 hour unless the premises are occupied by the insured or any authorised employee of the nsured in which case , such keys if left on the premises shall be deposited in a secure place in the vicinity of the safe or strong room.
- 2. Sum Insured**
The SumInsured should represent the estimated annual turnover , which should not be lesser than the previous years' turnover of money in transit plus 15%
The insured has the option of increasing the sum insured as and when required during the currency of the policy.
- 3. Liability of the Insurer:**
If at the time of loss , it is found that the actual money is transit has exceeded the sum insured under the policy , no liability shall attach . However , this doe not apply to the cash in the premises during business hours
- 4. 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 reimbushment 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 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 of money lost .

GENERAL

- 1. NOTICE:** Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which this insurance is effected.
- 2. DUTY OF DISCLOSURE:** This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation , mis-description or non-disclosure.
- 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 to or likely to give rise to a claim under this policy, coming to the knowledge of the Insured :
 - (a) The Insured shall give immediate notice to the Police and to the policy issuing office of the Company and take all practicable steps to discover the guilty person or persons and to recover the cash lost.
 - (b) The Insured shall deliver to the Company,within fourteen days from the date on which the event shall have come to his knowledge,a detailed statement in writing of the loss.
 - (c) The Insured shall furnish all explanations ,vouchers,proof of ownership and other evidence to substantiate the claim and the Company may,if it deems necessary,require corroborative evidence of the statements of the insured or any of the insured's family members or employee/s.
- 5. CONTRIBUTION:** If at the time of the happening of any loss or damage covered by this policy there shall be subsisting any other insurance of any nature whatsoever covering the same property whether effected by the insured or not ,the company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage .
- 6. FRAUD:** If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits and right under the poicy shall be forfeited.
- 7. CANCELLATION:** The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occurred upto the date of cancellation.
- 8. OBSERVANCE OF TERMS AND CONDITIONS :** The due observance and fullfillment of the terms , conditions and endorsements of this policy in so far as they relate to anything to be done or compiled with buy the Insured ,shall be a condition precedentto any liabiity of the Company to make any payment under this policy .
- 9. RENEWAL NOTICE:**The company shal not be bound to issue any renewal notice nor shall be bound to accept the renewal premium thereunder.

Communicable Disease Exclusion Clause:-

1. Notwithstanding any provision, clause or term of the Policy, to the contrary, it is declared and/or clarified that nothing in the Policy shall be construed as covering loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a consequence of, attributable to, arising under, out of or in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease including fear and/or threat thereof (whether actual or perceived), the actual or alleged transmission thereof, regardless of any other cause or event having occurred or contributed thereto either concurrently or in any sequence

1.2 a pandemic or epidemic, whether declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited to an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property. For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any prevention/denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this Insurance Contract.

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test:

(1) for a Communicable Disease or

(2) any tangible or intangible property covered by this Insurance Contract that is affected by such Communicable Disease.

5. It is clarified that

(1) no other prior, concurrent or subsequent provision, clause, term or exception of this Insurance Contract (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this Insurance Contract by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion);

(2) any change in the law, clause or similar provision;

(3) any follow the fortunes clause or similar provision; and/or

(4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any Insurance, coverage or protection under this Insurance Contract that would otherwise be excluded through the exclusion set forth in this Endorsement Clause.

6. If the Insurer alleges that by reason of this Endorsement, any amount is not covered by this Insurance Contract, the burden of proving