

Bankers Indemnity Insurance – Insurance Product Information Document

Type of Policy: Bankers Indemnity Insurance

Basic Cover Provided:

Covers the Insured against direct financial loss sustained subsequent to the Retroactive Date and discovered during the policy period, in excess of applicable deductibles and subject to policy limits stated in the Policy Schedule, as per the following Insuring Clauses:

1. Infidelity of Employees – Loss caused by dishonest or fraudulent acts of Employees committed with intent for improper personal financial gain (excluding salary, fees, commissions, etc.).
2. On Premises – Loss or damage to Property by fire, lightning, flood, storm, cyclone, atmospheric disturbances, earthquake, malicious damage, burglary, or hold-up, while on Insured's premises or other banks; also covers customer Property on Insured's premises (subject to conditions and exclusions).
3. In Transit – Loss or damage to Property while in transit in custody of authorized Employees or Security/Armoured Motor Vehicle Companies; also covers Sending by Courier Service (subject to conditions and exclusions).
4. Forged Cheques – Loss from forgery or fraudulent alteration of cheques, bills of exchange, drafts, etc., or payment of forged/altered promissory notes.
5. Securities – Loss from acting in good faith on counterfeit, forged, altered, lost, or stolen securities like share certificates, bonds, promissory notes, deeds of trust, etc. (requiring physical possession).
6. Counterfeited Currency – Loss from receipt in good faith of counterfeit or altered currency or coin legal tender in Sri Lanka or approved foreign currency.

(For more details about the basic cover, please refer page no 1 to 3 "Insuring Clauses section "of the policy wording)

What is not covered (Exclusions):

- Losses not discovered during the policy period or sustained before the Retroactive Date.
- Losses arising from any act or default of any Director, whether or not an Employee.
- Losses arising from dishonest or fraudulent acts of Employees, unless covered under Insuring Clause 1.

- Losses from non-payment or default on loans or debt instruments (including assigned or discounted debts), whether obtained in good faith or by fraud, unless covered under Insuring Clause 1 or 4; recoverable loss is limited to net funds paid out.
- Losses from payments or withdrawals against uncollected deposits, including cheque kiting or cross-firing, regardless of cause or Employee involvement.
- Losses from payments or withdrawals due to erroneous credits to depositor accounts, unless covered under Insuring Clause 1.
- Teller cash shortages due to error, including all normal shortages.
- Loss or damage to property in customers' safe deposit boxes, unless covered under Insuring Clause 1.
- Losses from surrender of property away from premises due to threats of bodily harm or property damage, except for property in transit without prior knowledge of the threat.
- Losses from remote or off-premises computer system manipulation, unless covered under Insuring Clause 1.
- Losses from forgery or fraudulent alteration, unless covered under Insuring Clauses 1, 4, or 5.
- Losses from forgery or fraudulent alteration of travelers cheques, letters of credit, accounts receivable, bills of lading, warehouse or trust receipts, or similar documents, unless covered under Insuring Clause 1.
- War, riot, strike, and terrorism
- Consequential loss or damage of any kind (unless specified).
- Ionizing radiations or nuclear-related risks.

Exclusions under

Insuring Clause - 2 - On Premises

This Insuring Clause of the Policy does not cover loss of or damage to Property while the same is in the mail, nor while in the custody of any carrier for hire.

Insuring Clause - 3 - On Transit

This Insuring Clause of the Policy DOES NOT cover loss of or damage to Property while the same is in the mail, nor while in the custody of any Security or Armoured Motor Vehicle Company unless the amount of such loss or damage shall be in excess of the amount recoverable, recovered or received by the Insured under

- I. the Insured's contract with said Security or Armoured Motor Vehicle Company,
- II. insurance carried by said Security or Armoured Motor Vehicle Company for the benefit of users of its service, and
- III. all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of the said Security or Armoured Motor Vehicle Company's service and then this Policy shall cover only such excess amount up to the limit hereon

Insuring Clause - 4 - Forged Cheques

This Insuring Clause DOES NOT cover any loss sustained by reason of forgery of any of the above mentioned instruments if they are genuinely signed or endorsed but are false as to contents. The words “forgery” or “forged” DOES NOT mean nor include such genuinely signed or endorsed instruments which are false as to contents.

The word ‘Payment’ of a promissory note means the discharge by the Insured of said promissory note and DOES NOT include the purchase, discount, sale, loan or advance of or on said promissory note.

(For more details please refer page nos. 01 to 07 “General Exclusions” & exclusions under each section of the policy wording)

Mode of Payment of Premium:

Annual Premium has to be paid for the Policy (unless mentioned otherwise in the Policy Schedule) and for any subsequent renewals.

Claims Procedure and Required Documents:

Immediate notice shall be given to the Insurer of any occurrence likely to give rise to a claim under this Policy.

1. Call us on 011-2206306, as soon as you come to know the loss/damage.
2. Report the incident to the nearest police station, as required by the law (in case of theft, malicious damage, riot & strike, arson or suspected arson)
3. If any claim is made by a third party, refer the same to us without making any commitment.
4. You may also need to fill up the claim form which will be sent by Non-Motor Claims Department and return it with other requested documents as soon as possible to keep your claim moving quickly.
5. In case of a property claim, an assessor/investigator will be sent as soon as possible to visit the damaged property.
6. Adjustment of loss/damage will be carried out by an appropriate loss adjuster depending on the loss.

Required Documents:

- Duly completed Claim Form.
- Extract of the complaint made to the police if applicable.
- Estimates & Bills
- Any other requirements which may be needed by the insurer whilst processing the claim.

(For more details, please refer to the page no. 07, “General Conditions” section of the policy wording)

Fraud:

If any claim be made by or on behalf of the Insured which shall be in any respect unfounded fraudulent or intentionally exaggerated, or if a false declaration or statement be made in support thereof, no claim shall be recoverable here under.

(For more details, please refer page no 10, point no 14 “General Conditions” section of the policy wording)

Obligations of the Policyholder:

Obligations of the policyholder in disclosing material facts

- At the time of purchase:- Disclose all material facts requested in the Proposal Form, truly and accurately, to avoid any claim rejection.
- During the policy term:- Notify the Insurer of any significant changes in risk or information of the Insured.

It is a condition precedent to any liability under this Policy that the Insured shall comply in all material respect with the following:-

a.A Rule Book, or Books, or written instructions covering all aspects of the Insured’s business shall be maintained and operated which clearly defines the duties of each Employee each of whom must have had their attention drawn to the same and to their duty of compliance therewith.

b.The duties of each Employee are arranged so that no one Employee is permitted to control any transaction from commencement to completion.

c.Joint custody shall be established and maintained for the safeguarding of :-

- i.Property while in safes or vaults
- ii.All keys to safes and vaults
- iii.Codes, Cyphers and Test Keys

“Joint Custody” means the handling of the above in the presence of, and under the observation of, at least one other person, said person being equally accountable for the physical protection and safeguarding of the various items or records involved. Locks and combinations on vaults and safes must be so arranged that no one person can open them alone.

d.Dual Control shall be established and maintained for the handling of :-

- i. All types of securities, negotiable and non-negotiable instruments and unissued and blank forms of said items
- ii. The reserve supply of official cheques, drafts and unissued travelers cheques
- iii. Dormant accounts of depositors
- iv. Codes, Cyphers and Test Keys

“Dual Control” means the work of one person in processing transactions being verified by a Second Person and both sharing the accountability

e. In addition to the normal audit of the books and accounts of the business by the Insured's independent outside Auditors, the Insured's shall conduct a thorough internal audit, examinations and review of internal controls at least once in each calendar year at all premises, including Insured's computer centres and facilities, at which the business is carried on and shall retain the records and working papers relating to such audit.

Obligations of the policyholder when a claim is made

- When making a claim:- Provide all necessary documents and details as mentioned in the Claim Procedure along with the Claim Form.

Complaints Procedure:

We are committed to serve you with passion and willing to receive your feedback. If you are not satisfied with our services, you can lodge a complaint by below methods;

- By telephone - Customer Care Officer - 011 2126136
- By email - pilassist@peoplesinsurance.lk
- By WhatsApp - 0716230048
- By fax - 011 2126109
- By post - Customer Care Officer, People's Insurance PLC, No. 07, Havelock Road, Colombo 05
- Via online - Complaint Submission Form is available on our website www.peoplesinsurance.lk → Please click on the "Complaints" tab
- By visiting

Below information to be provided when lodging a complaint;

- I. Complaint in brief
- II. Your name and contact details
- III. References: Policy No. /Claim No.
- IV. Any supporting documents

The Trilingual Complaints Handling Procedure can be downloaded from our website - www.peoplesinsurance.lk → Please click on the "Complaints" tab

Dispute Resolution:

If you are not satisfied with the resolution given by us for a complaint lodged, you have the option to use following Alternative Dispute Resolution (ADR) mechanisms.

I. Address your concerns to:- Insurance Ombudsman of Sri Lanka
No. 1, Bethesda Place, Colombo 05.
info@insuranceombudsman.lk
011 2505542 / 011 250 5041

II. Arbitration:- As per the Arbitration Clause in the Policy

III. Address your concerns to:- Director Investigations
Insurance Regulatory Commission of Sri Lanka
Level 11, East Tower, World Trade Centre
Colombo 01
011 2396184-9 / 011 2335167
investigation@irsl.gov.lk / info@irsl.gov.lk

(Please refer page no 12, "Complaints Procedure" section of the policy wording)

A Few Things to Remember

Cancellation of the Insurance:

- a. Immediate termination if:
 - The insurer refuses to continue coverage after a change in ownership or control of the business, or
 - The insured fails to report a merger, consolidation, or change in ownership/control within the required time.
- b. Immediate termination for an employee once the insured becomes aware of any dishonest or fraudulent act by that employee (claims for property already in transit are not affected).
- c. Termination upon request if the insured submits a written request to cancel the policy.
- d. Termination by the insurer 30 days after the insured receives written notice from the company, which is considered received if sent by registered post to the insured's head office.

(For more details, please refer page no 11, "General Condition" section of the policy wording)

- The due observance and fulfillment of the terms and conditions of this Policy shall be conditions precedent to any liability of the Insurer to make any payment under this policy.
- Payment of Premium:- Should be as per the Premium Payment Warranty in the Policy
- Insured shall take all reasonable precautions to prevent or minimize loss or damage to the property insured.

Important Notes:

This Insurance Product Information Document (IPID) is intended to provide a summary of the main cover and additional covers (if applicable) and key features of the Policy and is not personalized to your specific individual needs. Please note that all matters of whatever nature pertaining to this Insurance (including but not limited to claims, interpretation of terms and conditions and litigation etc.) shall be governed by the terms, conditions and exclusions of the Policy which shall prevail over the contents of this document.

For Further Information:

If you require any further information, you can make a request via

- Telephone - 0112126126
- Email - pilassist@peoplesinsurance.lk
- Visiting any of our offices island wide