



BURGLARY AND HOUSEBREAKING INSURANCE POLICY

PREAMBLE

WHEREAS the Insured named in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to L&T GENERAL INSURANCE COMPANY LIMITED (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

OPERATIVE CLAUSE

The Company hereby agrees subject to terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon to indemnify the Insured against any loss of or damage to the:

- (a) property insured or any part thereof whilst contained in the premises described in the Schedule hereto due to Burglary and/or House-breaking (following upon an actual forcible and violent entry to and/or exit from the premises) or Hold-up,
- (b) building and/or appurtenances thereto resulting from such Burglary and/or Housebreaking or any attempt thereat,

occurring at any time during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or the total Sum Insured stated in the Schedule.

EXCLUSIONS

The Company shall not be liable in respect of:

- (i) Gold or silver articles, watches, jewellery or precious stones, medals, coins, curios, sculptures, manuscripts, rare books, plans, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, stamps, collections of stamps, business books or papers.
- (ii) Loss occasioned by theft not involving actual forcible and violent entry of and/or exit from the premises or in respect of mysterious disappearance, unexplained loss, loss or shortage disclosed on taking inventory.
- (iii) Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully on the premises in the course of the business is involved in the actual theft or damage to any of the articles or premises or where such loss or damage has been expedited or any way assisted or brought about by any such person or persons.
- (iv) Loss or damage which is recoverable under any property insurance policy.
- (v)
 - (a) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike and malicious damage,
 - (b) Loss or damage directly or indirectly caused by earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
 - (c) Loss or damage whether directly or indirectly arising from war, warlike operations, act of foreign enemy, hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments 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 covered shall be upon the Insured.

- (vi) (a) Any loss or damage to any other property whatsoever or any loss or expense 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 radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or by any source whatsoever.
- (b) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- (vii) Consequential loss or legal liability of any kind.
- (viii) Loss of money and / or other property abstracted from any safe on the insured premises following the use of the key or a duplicate thereof / access code to the said safe belonging to the Insured, unless such key / duplicate thereof / access code has been obtained by assault or violence or any threat thereof.
- (ix) Property kept in any yard, garden, open spaces or out-house not communicating with the main building unless specifically agreed to by the Company and incorporated in the Policy.
- (x) The excess stated in the Schedule to the Policy and subsequent endorsements.

DEFINITIONS

For the purposes of this Policy, the following terms shall have the meaning set forth hereunder:

“Burglary” or **“Housebreaking”** means any loss due to theft, destruction or damage to property insured following upon actual forcible and violent entry of and/or exit from the premises.

“Business Hours” or **“Office Hours”** means the normal trading hours or whilst the Insured or their authorised employees are on the premises for the purpose of the business.

“Hold-up” means when the Insured or its personnel is/are threatened by any weapon and there exists a possibility of actual physical threat to the person of the Insured or its personnel.

SPECIAL CONDITIONS

- 1) **Reinstatement of Sum Insured:** Immediately upon the happening of any loss or damage as described in the Policy, the total Sum Insured and the Sums Insured upon the various items of the property insured which have been lost or damaged, shall be reduced by the amount of such loss or damage and such reduced Sums Insured shall be the limit of the Company's liability during the current Period of Insurance unless the Company consents, upon payment of additional premium, to reinstate the full Sum Insured.
- 2) **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 hours unless the premises are occupied by the Insured or any authorized employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.



GENERAL CONDITIONS

- 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 Policy is obtained.
- 2) **Duty of Disclosure:** This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld.
- 3) **Reasonable care:** The Insured shall take all reasonable steps to safeguard the Property Insured against accident, loss or damage that may give rise to a claim under the Policy.
- 4) This Policy shall cease to attach:
 - a) if the insured premises shall have been left uninhabited by day and night for seven or more consecutive days and nights, while the said premises are left uninhabited,
 - b) if the Insured shall cause or suffer any material alteration to be made in the insured premises or anything to be done whereby the risk is increased,
 - c) to any property the interest of the Insured in which, shall pass from the Insured otherwise than by will or operation of law,

unless in every case, the consent of the Company to the continuance of the insurance is obtained and signified on the Policy.
- 5) **Claims procedure:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:
 - a) The Insured shall give immediate notice thereof in writing to the nearest office of the Company, with a copy to the Policy-issuing office of the Company as well as lodge forthwith a complaint with the Police.
 - b) The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained, respectively.
 - c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- 6) **Average:** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.
- 7) **Contribution:** If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 8) **Subrogation:** The insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their 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.
- 9) **Fraud:** If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.



- 10) **Cancellation:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
- 11) **Arbitration:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 12) **Observance of terms and conditions:** The due observance and fulfilment of the terms and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.