

Burglary And/or Housebreaking Insurance Policy

- Policy Wordings

Preamble

WHEREAS the Insured designated in the Schedule to this Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of this contract and shall be deemed to be incorporated herein, has applied to Bharti AXA General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the period as specified in the Schedule.

Operative clause

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify, the Insured to the extent of the intrinsic value of –

- a) any loss of or damage to property or any part thereof whilst contained in the premises described in the Schedule hereto due to burglary or house-breaking (theft following upon an actual forcible and violent entry of and/or exit from the premises) or hold-up;
- b) damage caused to the premises resulting from burglary and/or housebreaking or any attempt thereat, any time during the period of insurance.

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

Definitions

- a) **"Burglary & Housebreaking"** means theft involving entry into or exit from the Insured's premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any of Insured's employees or a member of the Insured's family or any person residing lawfully in the Insured's premises.
- b) **"Property"** means assets, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade in the Insured's premises described in the Schedule to this Policy including items contained therein for which the Insured is accountable.

Exclusions

The Company shall not be liable in respect of -

- 1) Gold or silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured.
- 2) Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises in the business is concerned in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or in any way assisted or brought about by any such person or persons.
- 3) Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
- 4)
 - a) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.
 - b) Loss or damage whether direct or indirect arising from war, warlike operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and detainment by Order of any government or any other authority.
 - c) In any action, suit or other proceedings where the Company alleges that by reason of provisions hereof, 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.
- 5)
 - a) Any loss or damage to any 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 radiation or contamination by radioactivity from 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.
- 6) Consequential loss or legal liability of any kind.
- 7) Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
- 8) Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

- 9) Loss which is unexplained or mysterious nature or not substantiated.
- 10) Any shortage due to error or omission.
- 11) This Policy shall cease to attach:
 - a) if the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights;
 - b) if the Insured shall cause or suffer any material alteration to be made in the 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 thereon is obtained and signified on the Policy.

12) **Terrorism Damage Exclusion Warranty:**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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 Sum Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of the Company's liability in respect of any further loss or damage occurring 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 & 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 safe or strong room and produced as 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 other authorised 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 and be addressed to the nearest office of the Company.
- 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, misdescription or nondisclosure of any material fact.
- 3) **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
- 4) All cover under this Policy shall cease if any alteration be made whereby the risk of loss or damage is increased until such alteration be agreed to by the Company in writing.
- 5) **CLAIMS PROCEDURE:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall -
 - a) give immediate notice thereof in writing to the nearest office with a copy to the policy issuing office of the Company as well as lodge forthwith a complaint with the Police;
 - b) 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; and
 - c) tender to the Company all reasonable information, assistance and proof in connection with any claim.
- 6) **INDEMNITY:** If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other company or insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by the Company thereon. If the Company so elects to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.
- 7) **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.
- 8) **CONTRIBUTION:** If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
- 9) **SUBROGATION:** The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or 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.

10) **FRAUD:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

11) **CANCELLATION:** The Company may at any time, cancel this Policy, by giving 15 days notice in writing by Regd. 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.

The Insured may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case, Company shall retain premium for the period this Policy has been in force at the Company's short period scales (Table given here below), provided no claim has occurred up to the date of cancellation of this Policy.

Table of Short Period Scales	
Period of Risk (Not exceeding)	Premium to be retained (% of the Annual Rate)
1 Week	10%
1 Month	25%
2 Month	35%
3 Month	50%
4 Month	60%
6 Month	75%
8 Month	85%
Exceeding 8 Months	Full Annual Premium.

12) **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 thereto 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 dispute or difference shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

13) The Company agrees and undertakes to indemnify the Insured against any loss of or damage to property or any part thereof suffered by the Insured not exceeding the Sum Insured stated against each item or total Sum Insured stated in the Schedule, as the case may be, under this Policy provided the Company is bound and liable to indemnify the Insured in accordance with the terms and conditions of this Policy only and only if the Insured makes a demand or claim on the Company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.

14) 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.

15) **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

Insurance is the subject matter of the solicitation.

PW/BUR/ORI/10-09

