

# BURGLARY INSURANCE POLICY

## *Policy Wordings*

Whereas the Insured has made to Bajaj Allianz General Insurance Company Ltd (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible and subject always to the Limit of Indemnity against such loss as is herein provided.

### **1 Operative Clause**

The Company will indemnify the Insured for Claims made in respect of:

- 1.1** Loss of or damage to Contents or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary and/or Robbery during the Policy Period;
- 1.2** Property Damage (including the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points) caused by actual or attempted Burglary during the Policy Period;
- 1.3** In the event of an admitted Claim under Operative Clause 1.1 and/or 1.2, then the Company will also indemnify the Insured in respect of the reasonable costs incurred by the Insured:
  - 1.3.1** immediately after the occurrence of an insured event solely with the intention of minimising the quantum of a Claim to be made under this Policy;
  - 1.3.2** for restoring paper files, plans, records and drawings, and restoring data (including computer software) stored electronically on the Insured's computer system if such are used for the Insured's Business;
  - 1.3.3** in clearing up the damage caused to the Insured Premises, including the removal of any debris from the Insured Premises to the nearest waste disposal site;
  - 1.3.4** for replacing or restoring property (other than vehicles and Valuables) belonging to any Employee that was in the Insured Premises at the time of an insured event at the specific request of the Insured and stored by an Employee as required by the Insured.

### **2 Definitions**

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

- 2.1** "Property Damage" means actual physical damage to the Insured Premises caused by actual or attempted Burglary.
- 2.2** "Policy Period" means the period between the commencement date and the expiry date shown in the Schedule.
- 2.3** "Insured Premises" means the place(s) named in the Schedule.
- 2.4** "Policy" means the proposal, the Schedule, this policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.
- 2.5** "Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy.
- 2.6** "Deductible" means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy.
- 2.7** "Limit of Indemnity" means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (regardless of the number of the total number or amount of Claims made) for any one Claim or in the aggregate for all Claims during the Policy Period for each category of Contents specified in the Schedule and at all times subject to Special Condition 4 below.
- 2.8** "Contents" means items specified in the Schedule.
- 2.9** "Business" means the business of the Insured as stated in the Schedule.

- 2.10** "Burglary" means the unforeseen and unauthorised entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents therefrom.
- 2.11** "Claim" means a claim under an Operative Part in respect of an insured event that has taken place or is likely to take place.
- 2.12** "Robbery" means the theft of Contents at the Insured Premises using unforeseen, aggressive and violent means against the Insured's Employees.
- 2.13** "Employee" means any person with whom the Insured has entered into a contract of service.
- 2.14** "Unused" means unoccupied for a consecutive period of 7 days or more.
- 2.15** "Valuables" means:
- 2.15.1 gold or silver or any precious metals or articles made from any precious metals;
  - 2.15.2 watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
  - 2.15.3 deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument;

### **3 Exclusions**

No indemnity is available hereunder for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following.

- 3.1** Valuables, unless specifically covered in the Schedule.
- 3.2** In which the Insured, any Employee or any other person lawfully on or about the Insured Premises is or is alleged to be in any way concerned or implicated.
- 3.3** Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
- 3.4** War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority, riot, strike, or terrorist activities.
- 3.5** Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 3.6** The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3.7** Any consequential losses of any kind, be they by way of loss of profit, business interruption, market loss or otherwise, and any other legal liability of any kind.
- 3.8** Contents from any safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to the Insured unless such key has been obtained by Robbery.
- 3.9** Any motorised vehicle or trailer of any type or description.
- 3.10** Livestock.

If the Company asserts that by reason of these Exclusions any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.

#### **4 Special Condition: No Reinstatement of Sum Insured**

Immediately upon the happening of any insured event, the Limit of Indemnity shall be reduced by the amount of the loss or damage claimed and the reduced Limit of Indemnity shall then represent the maximum liability of the Company in respect of any further Claims made during the Policy Period, unless the Company consents, upon the Insured's payment of any additional premium requested, to reinstate the Limit of Indemnity to the level available at the inception of this Policy.

#### **5 General Conditions**

##### **5.1 Due Observance by the Insured**

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar 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 under this Policy.

##### **5.2 Reasonable Precautions**

The Insured shall:

- 5.2.1 Take all reasonable steps to safeguard the Contents and the Insured Premises against any insured event.
- 5.2.2 Ensure that any security system or aid specified in the Proposal is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition.
- 5.2.3 Out of normal office or business hours, ensure that:
  - 5.2.3.1 all means of entry to or exit from the Insured Premises have been properly secured, and
  - 5.2.3.2 all safety installations and aids (including but not limited to, any burglar alarm system) have been properly deployed, and
  - 5.2.3.3 any security system or aid specified in the Proposal has been properly deployed, and
  - 5.2.3.4 the keys of or codes to any safe or strong room are removed from the Insured Premises unless the Insured Premises and, if there are several keys and/or codes for one safe or strong room, that these are kept separately from each other.

##### **5.3 Alteration of Risk**

The cover afforded under this Policy shall be suspended and no payment shall be made hereunder if:

- 5.3.1 the Insured carries on any business at the Insured Premises other than the Business, and/or
- 5.3.2 there is any material change in the facts and matters stated in the proposal, and/or
- 5.3.3 the ownership of the Contents and/or the Insured Premises passes from the Insured to any other person or entity otherwise than by the operation of the law of succession as applicable, and/or
- 5.3.4 if the Insured Premises are Unused,

And such suspension shall continue until such time as the Company has agreed to lift the suspension and the Insured has paid any additional premium that may be requested by the Company.