

# **BURGLARY (HOUSEBREAKING) INSURANCE POLICY WORDINGS**

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## **RECITAL CLAUSE**

Whereas the insured described in the Schedule hereto has applied to the Future Generali India Insurance Co. Ltd. (hereinafter called the Company) by a proposal and declaration which is declared to be the basis of this contract and which is deemed to be incorporated herein and has paid the premium stated in the Schedule hereto as consideration for the indemnity hereinafter contained for the Period of Insurance stated in the Schedule hereto.

## **OPERATIVE CLAUSE**

The Company agrees that if at any time during the said period or during any other period for which the Company may accept payment for the renewal of this Policy:-

- a) The property described in the Schedule hereto or any part thereof shall be lost destroyed or damaged by Housebreaking (theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft) or Hold-up;
- b) Any damage falling to be borne by the Insured shall be done to the premises described in the Schedule hereto following upon or occasioned by an actual forcible and violent entry of or exit from the premises or any attempt thereat by the person or persons committing or attempting to commit such theft then the Company will subject to the terms exceptions and conditions contained herein or endorsed hereon pay or make good to the Insured such loss to the extent of the intrinsic value of the property so lost or such damage to the amount so sustained. Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total sum insured hereby.

## **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:

"Property Damage" means actual physical damage to the Insured Premises caused by actual or attempted Housebreaking.

"Policy Period" means the period between the commencement date and the expiry date shown in the Schedule.

"Insured Premises" means the place(s) named in the Schedule.

"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.

"Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy.

"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.

"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.

"Housebreaking" 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.

"Contents" means items specified in the Schedule.

"Business" means the business of the Insured as stated in the Schedule.

"Claim" means a claim under an Operative Part in respect of an insured event that has taken place or is likely to take place.

"Robbery" means the theft of Contents at the Insured Premises using unforeseen, aggressive and violent means against the Insured's Employees.

"Employee" means any person with whom the Insured has entered into a contract of service.

"Unused" means unoccupied for a consecutive period of 7 days or more

"Valuables" means: gold or silver or any precious metals or articles made from any precious metals; 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; 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;

## **EXCEPTIONS:**

### **1. This Policy does not cover the following unless specially mentioned in the Schedule and expressly insured by the Policy:**

- a) Gold or Silver articles, watches, jewellery, precious stones, medals, coins, stamp collections, coin collections, curiosities, sculptures, manuscripts, rare books or documents of any kind.
- b) Deeds, bonds, bills of exchange, promissory notes, money or securities for money, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps, plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
- c) Loss or damage by fire or explosion however caused
- d) 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 is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
- e) Loss or damage caused by wear and tear or gradual deterioration.
- f) Loss or damage occasioned by loot, sack, spillage or pilferage.
- g) Consequential loss or damage of any kind
- h) Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
- i) Theft or attempted theft from yards, gardens, open spaces or out-buildings unless the contents thereof are specifically insured by the Policy.
- j) (i) Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;  
(ii) Any legal liability of whatsoever nature;  
(iii) Any consequential loss directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer  
(iv) to treat any date before, during or after the year 2000 as the correct date or true calendar date, or

correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or

- (v) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.

- k) Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
- (i) any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
  - (ii) any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
  - (iii) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.
- l) Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by or which either in origin or extent directly or indirectly, proximately or remotely, arise out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, martial law or state of siege or any of the events or cause which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently or the existence of such abnormal conditions. In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

- m) **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 warranty an act of terrorism means an act, including but not limited to the use of force or 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 expenses 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.

- n) Loss or damage 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 or from the combustion of nuclear fuel nor any consequential loss and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission directly or indirectly caused by or contribution to by or arising from nuclear weapons material.
- o) Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- p) For the amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance)

## 2. 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 while the premises shall have been left uninhabited.
- 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; change or relax any of the safeguards for securing the premises.
- c) To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for in the Policy or these conditions.
- d) To any property the interest of the Insured 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 by a memorandum made on the Policy by or on behalf of the Company.

## CONDITIONS

### 1. Notices and Alterations to the Policy

All notices and communications in relation to this Policy are to be sent to the Company in writing. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the Company or by an agent acting under Power of Attorney from the Company.

### 2. Claim Notification and Proof of Loss

On the happening of any loss or damage the Insured shall forthwith give notice thereof in writing to the Police and also to the Company detailing the circumstances of the case and shall within seven days after such loss or damage shall have come to the Insured's knowledge and at the Insured's own expense deliver to the Company a claim in writing and containing as particular an account as may be reasonably practicable of all the property lost or damaged and of the amount of the loss or damage in respect thereof respectively having regard to its value at the time of the loss or damage and also of the damage (if any) to the premises.

The Insured shall also produce and give to the Company when where and to whom and in a manner required by the Company

and at the Insured's own expense all such books of account, vouchers, invoices, documents, proofs and information as may be reasonably required and the Insured shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the loss or damage claimed for has actually arisen from one of the causes insured against and that the property in respect of which a claim is made is not merely mislaid or missing.

**3. Fraudulent Claims**

The Company shall not be liable to make any payment under this Policy in respect of any if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person on behalf of the Insured nor if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.

**4. Reinstatement and Repair**

The Company at any time before payment of a claim and notwithstanding that an offer of settlement has been made instead of paying the amount of the loss or damage in respect of any property or the premises may make it good by reinstating or replacing any of the property stolen or repairing the premises damaged or such items or part thereof as the Company may think fit and paying the amount of the loss or damage in respect of the residue of such property or premises. Provided that if the Company elects to replace any property or reinstate any premises the Company in making good the loss or damage shall not be bound to replace or reinstate such property or premises exactly and completely but only to do so substantially as nearly as circumstances permit and in a reasonably sufficient manner. In case where any of the property or premises are insured elsewhere the Company may join with any other insurance company or insurers in replacing or reinstating the same.

**5. Underinsurance**

If the property hereby insured shall at the time of happening of any loss destruction 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 rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.

**6. Prosecution**

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

**7. Contribution**

If at the time of any loss or damage there shall be any other subsisting insurance against such loss or damage the Company shall not be liable for more than its rateable proportion of such loss or damage.

**8. Subrogation**

The Insured and any claimant under this Policy 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 reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from the parties to which the Company shall be or would become entitled or subrogated upon the 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. Cancellation :** The Company may at any time cancel the Policy on grounds of mis-representation, non-disclosure of material facts, fraud ,non-cooperation by the insured or if any adverse development in risk is noticed by the insurer, by sending fifteen days' notice in writing to the insured at his last known address in which case the Company shall return to the insured a proportion/ pro-rata portion of the premium corresponding to the unexpired period of insurance provided that if no claim has been paid under the policy.

The policy may also be cancelled by the insured at any time by giving fifteen days' notice in writing to the Company and in such event the Company shall allow refund of premium at Company's short period premium calculation.

**10. Book-Keeping Warranty**

Warranted that the Insured keeps and during the whole of the currency of this Policy shall keep a complete set of Books, Accounts and Stock Sheets or Stock Books showing a true and accurate record of all business transactions, and Stock in hand, and that such Books, Accounts and Stock Sheets or Stock Books shall be locked in a fire-proof safe or removed to another building at night and at all times when the premises are not actually open for business. This Warranty applies separately to each and every business or branch business. Transfers of goods from one premise to another shall be a business transaction within the meaning of this Warranty. It is further warranted that the said safe shall not contain explosives or other hazardous commodities.

**11. Adequate Protection**

It is further warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the currency of the Policy.

**12. Damage Entry Warranty**

Further warranted that there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.

**13. Protection**

It is a condition precedent to liability under this Policy that:-

- a) all protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
- b) any keys for the premises and or intruder alarm systems or safes and /or strong rooms and /or any other secured area or device in which insured property is kept and removed from the premises whenever the premises are closed for business or left unattended.
- c) the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorised persons and no details of the same are left on.

**14. Reasonable Care**

The Insured shall take all ordinary and reasonable precautions for the safety of the property insured, and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing any safes, strong-rooms and premises which such property is contained therein. If the property insured shall include items pertaining to a business or profession, the Insured shall keep complete and accurate books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured shall keep a complete and accurate record of all business purchases, sales and deliveries in and out of the premises, and such record shall be regularly entered up as soon as such purchases sales or deliveries shall have taken place.

**15. Occupation of premises**

The Company may at any time after the occurrence of damage to the property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage and this Policy shall be proof of leave and licence for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited.

Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.

No property may be abandoned to the Company.

#### **16. Reinstatement after settlement of a claim**

All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be accounted in diminution of the Total Sum Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the Total Sum Insured. In the event of the property lost, destroyed or damaged being replaced by other property, the Company will at the Insured's request extend this insurance by endorsement to include such property upon payment of the appropriate pro-rata additional premium.

#### **17. 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 herein before 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.

#### **Terms of the Policy**

The due observance of the terms of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the Insured whether by the said proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by the Company.



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