

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.

5.4 **Claim Procedure**

It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a Claim under this Policy:

- 5.4.1 the Insured shall within 14 days give written notice of the same to the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a Claim to specify the grounds for such belief, and
- 5.4.2 immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and
- 5.4.3 the Insured shall within 14 days deliver to the Company a detailed written statement of the loss or damage that has occurred and an estimate of the quantum of any Claim along with all documentation required to support and substantiate the amount sought from the Company, and
- 5.4.4 the Insured shall expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require, and
- 5.4.5 take all reasonable steps to affect a recovery of the perpetrators of the Burglary and/or Robbery and recover any Contents lost

5.5 Limits of Indemnity and Calculation of Loss Payment

- 5.5.1 Subject to Special Condition 4 above and the Insured's Deductible, in respect of any Claim under:
 - 5.5.1.1 Operative Clauses 1.1 and/or 1.2, the Company's maximum liability shall be the Limit of Indemnity or all that remains thereof.
 - 5.5.1.2 Operative Clause 1.3.1, the Company's maximum liability shall be up to 10% of the Limit of Indemnity or all that remains thereof subject to a maximum of Rs. 1 Lac each Claim..
 - 5.5.1.3 Operative Clause 1.3.2, the Company's maximum liability shall be up to Rs.10,000/- for each Claim.
 - 5.5.1.4 Operative Clause 1.3.3, the Company's maximum liability shall be up to 10% of the Limit of Indemnity or all that remains thereof, whichever is less subject to maximum of Rs.10,000/-.
 - 5.5.1.5 Operative Clause 1.3.4, the Company's maximum liability shall be up to Rs.5,000/- for each Claim.
- 5.5.2 The Company may in its sole and absolute discretion either:
 - 5.5.2.1 reinstate, replace or repair the Contents lost or damaged or any part thereof;
 - 5.5.2.2 reinstate or repair the Insured Premises

but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement or repair than it would have cost to replace the same, and subject always to the Limit of Indemnity

5.6 Average

If the property hereby insured shall at the time of any Claim 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 insured hereunder shall be separately subject to this condition.

5.7 Contribution

If, at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covered by 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.

5.8 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 this Company.

5.9 Fraud

If the Insured shall make or advance any Claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all Claims or payments hereunder shall be forfeited.

5.10 Cancellation

This Policy may be cancelled by the Insured at any time by giving at least 7 days written notice to the Company. Provided there has been no Claim under this Policy, the Company will refund premium according to the Company's short-period scale.

This insurance may also be cancelled by or on behalf of the Company by giving the Insured at least 7 days written notice to the address stated in the Schedule. The Company will retain premium on a pro-rata basis corresponding to the period that has then elapsed under the Policy, but retaining least 25% of the annual premium. If there has been any Claim under this policy no premium shall be refunded.

5.11 Arbitration

5.11.1 Any and all disputes or differences, which may arise under or in relation to this Policy, including its interpretation or the quantum of any Claim shall be referred to arbitration and to a sole arbitrator to be appointed in accordance with Arbitration and Conciliation Act 1996, as amended from time to time, within a period of 30 days of either the Company or the Insured giving notice of a dispute or difference.

5.11.2 The applicable law in and of the arbitration shall be the law of India.

5.11.3 The expenses of the arbitrator(s) shall be shared between the parties equally and such expenses, along with all reasonable costs in the conduct of the arbitration, shall be awarded by the arbitrator(s) to the successful party or, where no party can be said to have been wholly successful, to such party as has substantially succeeded.

5.11.4 It is agreed a condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.

5.11.5 In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

5.12 Renewal Notice

The Company shall not be bound to accept any renewal premium nor give notice that such renewal is due.

5.13 Notifications & Declarations

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

5.14 Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of India. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this Policy shall not be waived or changed except by endorsement issued by the Company.

5.15 Territorial Limits

The indemnity provided under this Policy is restricted to Claims brought in India and determined according to Indian law, and the obligation of the Company to make payment shall be to make payment in Indian Rupees only.

Resolving Issues

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd

GE Plaza, Airport Road, Yerawada, Pune 411 006

E-mail: customercare@bajajallianz.co.in

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:-0755-2569201 Fax: 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email : chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
KOCHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336 Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkatta – 700 072. Tel: 033 22124346/(40) Fax: 033 22124341 Email:iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

Note: Address and contact number of Governing Body of Insurance Council:
 Secretary General - Governing Body of Insurance Council
 Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054
 Tel. No.: 022 - 2610 6889, 26106245, Fax No.: 022 - 26106949, 2610 6052,
 E-mail ID: inscoun@vsnl.net