

# **BURGLARY INSURANCE POLICY (COMMERCIAL)**

## **Policy Wording**

## Burglary Insurance Policy (Commercial)

In consideration of Your having paid the premium for the policy period stated in the Schedule or for any further period of insurance for which we may accept the payment for renewal of this Policy, We will indemnify You in respect of loss or damage to your assets mentioned in the Schedule caused by one or more of the insured events as mentioned under the item "What We cover" during the Policy Period provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This policy is an evidence of the contract between you and Magma General Insurance Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

### DEFINITION

1. **You/Your** : The person (s) named as Insured in the Schedule
2. **We/Us/Our** : Magma General Insurance Limited
3. **Proposal**: The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
5. **Schedule**: The document which describes you, the cover that applies the Period of Insurance and other details of your policy.
6. **Limit of Liability**: It means the amount stated in the Schedule which shall be our maximum liability under this Policy for any one claim or in the aggregate for all claims during the Policy period for each category of goods specified in the Schedule subject to Special Condition 1 of the Policy. The limit of liability also represents the selected percentage of value at risk. In case of a policy taken on "First Loss Basis"
7. **Period of Insurance**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
8. **Excess/Deductible** The amount stated in the Schedule, which shall be borne by you first in respect of each and every claim made under this Policy.

**9. Valuables:** Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or Jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collection of stamps, rare books, medals, moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities or any other negotiable instrument.

**10. Insured Premises:** The place(s) named in the Schedule

**11. Burglary:** It means the unforeseen and unauthorized entry to or exists from the insured premises by aggressive and detectable means with the intent to steal contents there from.

**12. Market Value:**

Market Value (for other than stocks) represents the replacement value of the item as New at time of Damage or Loss less due allowance for betterment, wear and tear and/or depreciation, for the use of the machine/goods Market value for stocks means the procurement value of stocks from the same or similar source.

**COVERAGE**

What we cover	What we exclude
<ul style="list-style-type: none"> <li>• Loss or damage of your contents and stocks at insured premises caused by one or more of the following events:</li> <li>• Actual forcible and violent entry to or exit from that part of the building occupied by you at the premises.</li> <li>• Assault or violence or threat of assault or violence to you (or your employees) or any other person lawfully at the premises e.g.; armed hold up.</li> <li>• Theft of any contents/stocks from the insured premises where there is no forcible and violent entry or exist from the premises up to 5% of limits of liability subject to a limit of Rs 10000/- only</li> </ul>	<ul style="list-style-type: none"> <li>• Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule</li> <li>• Valuables and cash in safe, unless specifically covered in the Schedule</li> <li>• Loss or damage of motor vehicles, trailers unless shown in the schedule</li> <li>• Loss or damage in which you, your employees or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated</li> <li>• Loss or damage resulting from an act of Riot, Strike, Malicious Damage.</li> <li>• Terrorism</li> <li>• Damage to glass and sign boards</li> <li>• Live stock</li> <li>• Loss or damage to contents or stock when the premises are left unoccupied for</li> </ul>

	<p>more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.</p> <ul style="list-style-type: none"> <li>• Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to you unless such key has been obtained by aggressive or violent means.</li> <li>• Any consequential loss or legal liability</li> </ul>
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## **EXTRA BENEFITS**

In the event of an admitted Claim under the Policy, we will also indemnify you, subject to the limits, in respect of the following:

### **1. PERSONAL EFFECTS OF DIRECTORS, OFFICERS AND EMPLOYEES:**

We will pay for loss of personal effects of your directors, officers and employees at your premises up to 5% of the limits of liability subject to a maximum of Rs 10000/- per event in case the policy has been obtained to cover the interest of any corporate and/or partnership firm.

### **2. TEMPORARY PROTECTION:**

We will pay the cost of temporary protection reasonably and necessarily incurred for the safety and protection of your property following an admissible claim at your premises up to 5% of the limits of liability subject to maximum of Rs 10000/- per event.

### **3. DAMAGE AND/OR THEFT OF PARTS OF THE BUILDING:**

We will pay for the damages to the building occupied arising out the insured events up to 5% of limits of liability subject to a maximum of Rs 10000/- Per event

### **4. REWRITING OF DOCUMENTS**

We will pay for the expenses reasonably and necessarily incurred by you in reproducing or making good the loss of or damages to your valuable business documents lost by the insured events up to 5% of limits of liability subject to a maximum of Rs 10000/- per event.

### **5. DEBRIS REMOVAL**

We will pay for clearing up the damage caused to the insured premises, including removal of debris from the insured premises to the nearest waste disposal site up to 5% of limits of liability subject to a maximum of Rs 10000/-per event

## **SPECIAL CONDITION**

### **1. Reinstatement of Limits of Liability**

Immediately upon the happening of any Loss or damage under the policy, the Limit of Liability stated in the schedule of the affected category of assets, shall be reduced by the loss/damage amount and such reduced limit of liability shall be the limit in respect of any further damage occurring during the current period of insurance unless we give our consent upon payment of additional premium to reinstate the said limit of liability.

## **GENERAL CONDITIONS**

### **1. Notice:**

Every notice and communication to us required by or in respect of this policy shall be in writing.

### **2. Reasonable care:**

You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.

### **3. Mis-description:**

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any materials facts by you or your representative.

### **4. Alteration of Risk:**

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

- (a) You carry on any business at the insured premises other than the business stated in the proposal
- (b) There is any material changes in the facts and matters stated in the proposal
- (c) The ownership of the stocks/contents passes from the you to any other person or entity otherwise than by the operation of the law of succession as applicable.

### **5. Claims Procedure:**

#### **A) In the event of any circumstances likely to give rise to a claim you must:**

- (a) Intimate us as soon as reasonably possible, but in any event within 15 days of the date the incident.
- (b) Lodge complaint with the local police immediately.
- (c) Take all reasonable steps to recover any property which has been lost and protect /safe guard damaged property from further loss or damage.
- (d) Provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require

#### **B) The documents normally required to be submitted in the event of a claim are :**

1. Duly completed Claim form
2. Copy of FIR
3. Estimate of loss / repairs
4. Invoice/ Bills/Receipts
5. FR
6. Any other details/documents called for a specific loss

## 6. Cancellation

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to you at Your last known address. You will then be entitled to a pro-rata refund of premium for the unexpired period of this Policy from the date of cancellation, which we are liable to pay on demand.

You may cancel this Policy by sending a written notice to us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance will be refunded to you subject to the condition that no claim has been preferred on us :

Upto 1 month	25% of annual premium
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Above 1 month and upto 3 months	50% of annual premium
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Above 3 months and upto 6 months	75% of annual premium
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Above 6 months	100% of annual premium
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## 7. FRAUD

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

## 8. 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 you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss or.

## 9. Subrogation:

You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon we paying 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 we indemnify your loss or damage

## 10. Arbitration

**For Individual insured and their families** – Arbitration Clause is not applicable.

**For other insureds such as entities other than individuals and will include firms, companies, trusts etc.**

**Arbitration Clause** – “The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

## 11. Disclaimer Clause

If we shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

## 12. Geographical Limits:

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.

## 13. BASIS OF CLAIM SETTLEMENT

Subject to Special Condition I above and deductible stated in the Schedule, we may at our option reinstate, replace or repair the assets covered under this Policy which are lost or damaged or pay the amount of Loss/Damage or may join with any other insurer(s) in doing so .

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case we shall be bound to spend more in reinstatement than it would cost to reinstate the assets as it was at the time of occurrence of such damage, nor more than the limit of liability mentioned under the Schedule.

All claims settlement under this Policy is subject to the following conditions:

1) When the 'Limit of Liability' represents the value of the assets covered:

If value of the assets insured under this Policy shall at the time of loss be collectively of greater value than the Limit of Liability opted by you, then you will be considered as being your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

2) When the 'Limit of Liability' represents a fixed proportion of the value of the assets covered:



If the fixed proportion of value of the assets insured under this Policy shall at the time of loss be collectively of greater value than the Limit of Liability opted by you, then you will be considered as being your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

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