



## BURGLARY INSURANCE POLICY

(BUSINESS PREMISES)

Please read this policy carefully and if any error is found or if the cover is not in accordance with your needs, please return it to us immediately for correction.

PEOPLE'S INSURANCE PLC  
(Company No. PB 3754 PQ)  
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**PEOPLE'S  
INSURANCE**

CARING WITH LOVE



## BURGLARY INSURANCE POLICY (BUSINESS PREMISES)

WHEREAS the Insured named in the Schedule hereto has by a proposal and/ or other particulars which shall be the basis of this contract and is deemed to be incorporated herein applied to People's Insurance PLC (here in after called the "Company") for the Insurance hereinafter contained in respect of losses occurring during the Period of Insurance stated in the Schedule and has paid or agreed to pay the premium stated in the said Schedule as consideration.

The Company agrees subject to the terms, conditions, exceptions contained herein or endorsed or otherwise expressed hereon as applicable to this policy, to indemnify the Insured (by payment or at its option by replacement or repair) against :-

- (a) loss of or damage to the Property Insured whilst contained in the premises , resulting from theft involving entry to or exit from the premises by actual forcible and violent means.
- (b) any damage to the premises falling to be borne by the Insured consequent upon such theft or any attempt threat.
- (c) Property Insured stolen from the premises consequent upon and in connection with assault or violence or threat thereof to the Insured or any director, employee or family member of the Insured.

### LIMITS

The liability of the Company under this Policy during any one Period of Insurance shall not exceed:

- (a) in respect of any one item of the Property Sum Insured set opposite thereto,
- (b) in respect of damage to the Premises such sum as shall be sufficient to make good such damage as may fall to be borne by the Insured,
- (c) in respect of loss or damage to any article forming part of a pair or set, the value of the particular part or parts which may be lost or damaged without reference to any special value which such part or parts may have as forming a pair or set, but in any event not exceeding a proportionate part of the Sum Insured in respect of the pair or set,
- (d) in respect of all loss or damage sustained the maximum liability of the Company is the Total Sum Insured.

### EXCEPTIONS

This policy does not cover:-

- 1. Loss or damage
  - (a) upon the occasion or consequent upon fire or explosion
  - (b) damage to plate glass or any decoration or lettering thereon
  - (c) occasioned by any person lawfully in or on the premises or by or with the connivance of any member of the Insured's household or employee of the Insured.
- 2. Deeds, bonds, bills of exchange, promissory notes, cheques, money or securities for money, coins, medals, stamps, stamp collections, jewellery, watches, furs, precious metals, precious stones or articles composed of them, documents of title to property, contracts or other documents or business books or manuscripts, curios, sculptures, rare books, plans, drawings, patterns, moulds, models or designs unless specifically mentioned as Insured in the Schedule.
- 3. Consequential loss
- 4. Loss or damage directly or indirectly occasioned by or through or in consequence of,
  - 4.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war.
  - 4.2 mutiny, civil commotion, tribal rising, military rising, insurrection, strike, riot, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, permanent or temporary dispossession resulting from confiscation or detention, requisition or willful destruction by any lawfully constituted authority.



- 4.3 any 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 organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and /or to put the public, or any section of the public, in fear.

This Insurance 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, prevailing, suppressing or in any way relating to (4.1,4.2) and / or (4.3) above.

Any loss, damage or destruction happening during the existence of abnormal Conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss, damage or destruction which is not covered by this Insurance, except to the extent that the Insured shall prove that such loss, damage or destruction happened independently of 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 that such loss or damage is covered shall be upon the Insured.

5. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing currently or in any other sequence to the loss:
- a. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear installation, reactor or other nuclear assembly or nuclear fuel
  - b. the radioactive, toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - c. any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
6. loss of money and / or other property abstracted from a safe following the use of the key to the safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof. Loss or damage happening whilst the premises are left without an inhabitant actually in them if the premises have been so left for a continuous period of five days.

## CONDITIONS

1. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. The due observance and fulfillment of the terms conditions and endorsements of this Policy so far as they relate to anything to be done or complied with by the Insured, not to be done by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
3. This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular. The Insured shall notify the Company as soon as possible of any alteration or increase in the risk (s) insured occurring during the currency of this Insurance.
4. The Insured shall take all reasonable precautions for the safety of the property to prevent hinder or detect entry or exit by thieves and especially the special protection if any specified in the Schedule.
5. The insured shall on the discovery of any event which could give rise to a claim under this policy
  - a. inform the police immediately and take all practicable steps to discover the guilty party and recover the lost Property.
  - b. give notice thereof to the Company in writing and within seven days thereafter deliver to the Company a statement of the loss or damage with an estimate of the intrinsic value of each article lost or the amount of damage sustained.
  - c. produce and furnish all such books records and other evidence as the Company may require for the investigating or verifying the claim and shall give all such assistance that may be required.



6. The Company shall be entitled to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this policy.
7. If any claim under this policy shall be in any respect fraudulent or if any fraudulent means, or devices be used by the insured or anyone acting on his behalf or if any destruction injury or damage be occasioned by the willful act or with the connivance of the Insured all benefits under this policy shall be forfeited.
8. If at the time of any occurrence which results in a claim under this policy, the value of the property insured by any item of the Schedule be of greater value than the Sum Insured set against such item then the insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly.
9. If at the time of any claim arising under this policy shall there be any other insurance covering the same risk(s) or any part thereof the Company shall not be liable for more than the rateable proportion of such claim
10. Any dispute between Us and You as to the amount payable by Us shall be referred to the decision of a sole Arbitrator by the concern of the parties or if they cannot agree upon a single arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company.

If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. Nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company by an endorsement on the Policy.
12. This Policy is subject to thirty days notice of cancellation by either party to the contract. On cancellation the insured shall be entitled to an appropriate refund of premium for the unexpired period provided no claim has been made in the Period of Insurance being terminated.
13. Premium Payment Warranty

- 13.1 Notwithstanding anything herein contained but subject to clause 13.2 and 13.3 hereof, it is hereby agreed and declared that the full premium due and payable in respect of this insurance is required to be settled to the Insurer on or before the premium due date specified in the Schedule of this Policy, Renewal Certificate, Endorsement or Cover Note (Which shall be a date not exceeding Sixty (60) days from the date of Inception of the Policy) and in the absence of any such premium due date, the full settlement of the premium is required to be made or effected on or before the expiry of the Sixtieth (60) day from the date of inception of this Policy, Renewal Certificate, Endorsement or Cover Note (hereinafter referred to as the "due date")

For the purpose of this warranty the "due date" shall be recognized from the date of inception or commencement of the coverage.

- 13.2 It is also declared and agreed that the settlement of the full premium on or before the due date shall operate as a condition precedent to the Company's liability or an obligation to settle claim under this Policy, Renewal Certificate, Endorsement, or Cover Note.

In the event of any claim arises between date of commencement of this insurance and the "due date" for the settlement of premium, the Insurer may defer any decision on liability or postpone the settlement of any such claim until full settlement of the premium is effected on or before the "due date".

- 13.3 It is also declared and agreed that where the full premium payable hereunder remains outstanding as at the closure of business of the insurer on the "due date" then the cover under this insurance and any obligations assumed or imputed under this insurance shall stand to be cancelled, ceased and revoked immediately. However, such cancellation will not prejudice the rights of the Insurer to invoke any legal defence or to recover the full or any part of the defaulted premium attributable to the expired period of the Insurance.