

Burglary and Housebreaking Insurance Policy

IMPORTANT

This Policy has been issued based on information provided by you. Please read this Policy carefully and make sure that you understand it. If you have any doubts about the policy, please call our Toll free number or write to the nearest Raheja QBE Office.

1. THE INSURANCE CONTRACT

- 1.1. The Policy is an evidence of the contract between you and us.
- 1.2. The Proposal or any information supplied by you forms the basis of this contract.
- 1.3. The Policy, the Schedule and any Endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.
- 1.4. This Policy has been issued on receipt of premium from you for the period stated in the schedule. Any subsequent renewal will be on our acceptance of the your proposal and payment of premium for the renewal period.
- 1.5. The terms, conditions and exceptions that appear in the Policy or in any endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.

2. OPERATIVE CLAUSE

We hereby agree, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify you to the extent of the intrinsic value of –

- 2.1. any loss of or damage to property or any part thereof whilst contained in the premises described in the Schedule hereto due to burglary or house-breaking or hold-up;
- 2.2. damage caused to the premises resulting from burglary and/or housebreaking or any attempt thereat, any time during the period of insurance.

Provided always that our liability shall in no cases exceed the Sum Insured stated against each item or total Sum Insured stated in the Schedule.

3. DEFINITIONS

- 3.1. “**You/your**” means the named insured as mentioned in the Schedule attached to and forming a part of this Policy
- 3.2. “**We/our/us**” means Raheja QBE General Insurance Company Limited

- 3.3. "**Proposal**" means the application form you sign for this insurance and/or any other information you give us or which is given to us on your behalf.
- 3.4. **Policy:** Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
- 3.5. **Schedule:** The document which describes you, the cover that applies the Period of Insurance and other details of your policy
- 3.6. "**Burglary & Housebreaking**" means theft involving entry into or exit from your premises by forcible and violent means or following assault or violence or threat thereof to you or any of your employees or a member of your family or any person residing lawfully in your premises.
- 3.7. "**Property**" means assets, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade in your premises described in the Schedule to this Policy including items contained therein for which you are accountable.
- 3.8. "**Market Value for assets 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
- 3.9. "**Market value for stocks**" means the procurement value of stocks from the same or similar source
- 3.10. "**Reinstatement Value**" means the cost of replacing or reinstating on your premises, property of the same kind or type but not superior to or more extensive than the insured property when new. At the time of a loss the claim will be settled without applying any depreciation. In effect you will be getting new for old.

4. EXCLUSIONS

The Company shall not be liable in respect of -

- 4.1. Gold or silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured.
- 4.2. Loss or damage where any inmate or member of your household or of your business staff or any other person lawfully in the premises in the business is concerned in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or in any way assisted or brought about by any such person or persons.

- 4.3. Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
- 4.4.
 - 4.4.1 Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.
 - 4.4.2. Loss or damage whether direct or indirect arising from war, warlike operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and detainment by Order of any government or any other authority.
 - 4.4.3. In any action, suit or other proceedings where we allege that by reason of provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon you.
- 4.5.
 - 4.5.1 Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
 - 4.5.2. Any accident, loss, destruction, damage or Legal Liability, directly or indirectly, caused by or contributed to by or arising from Nuclear weapons material.
- 4.6. Consequential loss or legal liability of any kind.
- 4.7. Loss or damage by theft in excess of Rs.10,000/-
- 4.8. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to you, unless such key has been obtained by assault or violence or any threat thereof.
- 4.9. Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by you.
- 4.10. Loss which is unexplained or mysterious nature or not substantiated.
- 4.11. Any shortage due to error or omission or deleted at the time of inventory.
- 4.12. This Policy shall cease to attach:
 - 4.11.1. if the premises shall have been left uninhabited by day and night for thirty or more consecutive days and nights;

- 4.11.2. if you shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased;
 - 4.11.3. to any property of interest to you which shall pass from you otherwise than by will or operation of law;
- unless, in every case, our consent to the continuance of the insurance thereon is obtained and signified on the Policy.

4.12. 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 endorsement 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 organization(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 expense 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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. SPECIAL CONDITIONS

- 5.1. **Reinstatement of Sum Insured:** Immediately upon the happening of any loss or damage as described in the Policy, the total Sum Insured and the Sum Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of our liability in respect of any further loss or damage occurring during the current period of

insurance, unless we consent, upon payment of additional premium to reinstate the full Sum Insured.

5.2. **Maintenance of books & keys:** You shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place other than the safe or strong room and produced as evidence in support of a claim under this Policy. The keys of the safe or strong room shall not be left on the premises out of business hours, unless the premises are occupied by you or any other authorised employee of yours, in which case, such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.

6. GENERAL CONDITIONS

6.1. **NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company.

6.2. **DUTY OF DISCLOSURE:** This Policy shall be void and all premium paid hereon shall be forfeited to us in the event of misrepresentation, mis-description or nondisclosure of any material fact.

6.3. **REASONABLE CARE:** You shall take all reasonable steps to safeguard the property insured against accident, loss or damage.

6.4. **ALTERATION OF RISK:** All cover under this Policy shall cease if any alteration be made whereby the risk of loss or damage is increased until such alteration be agreed to by us in writing.

6.5. **STATUTORY COMPLIANCE:** You shall comply with all statutory and other regulations. You shall observe all manufacturers' instructions concerning:

6.5.1. the inspection of machinery, plant, equipment and apparatus,

6.5.2. the safety of persons or property.

6.6. **CLAIMS PROCEDURE :** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy you shall -

6.6.1. give immediate notice thereof in writing to the nearest office with a copy to our policy issuing office as well as lodge forthwith a complaint with the Police;

6.6.2. deliver to us, within 14 days of the date on which the event shall have come to your knowledge, a detailed statement in writing, of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained; and

6.6.3. tender to us all reasonable information, assistance and proof in connection with any claim.

- 6.6.4. submit the following documents to us:
- 6.6.4.1. Claim Form duly filled up.
 - 6.6.4.2. Copy of FIR lodged with the Police
- 6.7. **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.
- 6.8. **INDEMNITY:** If we at our option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other company or insurer(s) in so doing, we shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall we be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by us thereon. If we so elect to reinstate or replace any property you shall at your own expense furnish us with such plans, specifications, measurements, quantities and other particulars as we may require, and no acts done, or caused to be done, by us with a view to reinstatement or replacement shall be deemed an election by us to reinstate or replace.
- 6.9. **CONTRIBUTION:** If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by you or not, then we shall not be liable to pay or contribute more than our rateable proportion of any loss or damage.
- 6.10. **SUBROGATION:** You and any claimant under this Policy 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 indemnity from other parties to which we shall be or would become entitled or subrogated upon our 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 your indemnification by us.
- 6.11. **FRAUD:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or any one acting on your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.
- 6.12. **CANCELLATION:** We may at any time, cancel this Policy, by giving 15 days notice in writing by Regd. A/D. to you at your last known address, in which case, we shall return to you a proportion of the last premium corresponding to the unexpired period of insurance.

You may also give 15 days notice in writing, to us, for the cancellation of this Policy, in which case, we shall retain premium for the period this Policy has been in force at our short period scales (Table given here below), provided no claim has occurred up to the date of cancellation of this Policy.

Table of Short Period Scales	
Period of Risk	Premium to be retained (% of the Annual Rate).
Upto 1 Month	25%
Above 1 Month Upto 3 Months	50%
Above 3 Month Upto 6 Months	75%
Above 6 Months	100%

- 6.13. **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 thereto 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 dispute or difference shall be referable to arbitration as herein before provided, if we have disputed or not accepted liability under or in respect of this Policy.

- 6.14. We agree and undertake to indemnify you against any loss of or damage to property or any part thereof suffered by you not exceeding the Sum Insured stated against each item or total Sum Insured stated in the Schedule, as the case may be, under this Policy provided we are bound and liable to indemnify you in accordance with the terms and conditions of this Policy only and only if you make a demand or claim on us in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.
- 6.15. 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 or persons covering the same property, we shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

6.16. BASIS OF CLAIM SETTLEMENT

Subject to Special Condition 5.1 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 .

6.16.1. If the property is insured on Market Value Basis - We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall we 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 Sum Insured mentioned against the affected item under the Schedule.

6.16.2. If the property is insured on Reinstatement Value Basis - We shall at our option, reinstate or replace the assets, or any part thereof, instead of paying the amount of the loss. In so doing we shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall we be bound to expend more in reinstatement than it would have cost to reinstate such asset as new on date of the loss nor more than the Sum Insured by us thereon. If we so elect to reinstate or replace any property, you shall at your own expense furnish us with specifications and other particulars as we may require.

If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then you shall be considered as being your own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.

6.16.3. If the property is insured on First Loss Basis - We shall pay your loss as per Sections 6.16.1 and 6.16.2 above after applying the First Loss percentage opted by you.

6.17. OBSERVANCE OF TERMS AND CONDITIONS: The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by you and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of ours to make any payment under this Policy.

Renewal:

RQBE agrees to renew the policy on payment of renewal premium. However it may exercise its option not to renew the policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the policy or any time during the currency of the earlier policies or bad moral hazard.

Dispute Resolution and Grievance Redressal:

Raheja QBE will take all steps to meet your expectations from this policy. However it is possible, that there could be a complaint relating to any of the following:

- Any partial or total repudiation of claims by the insurance companies
- Dispute on the legal construction of the policy wordings in case such dispute relates to claims
- Delay in settlement of claims
- Non-issuance of any insurance document to customers after receipt of premium
- Dispute with regard to premium paid or payable in terms of the policy

For resolution of such complaints RQBE has developed a Grievance Redressal mechanism.

At your request, the Dispute will be considered afresh by the Grievance Redressal Committee of RQBE. If you are not satisfied with the decision of the Grievance Redressal Committee you may refer your case to the Insurance Ombudsman*.

* The Insurance Ombudsman is empowered to receive and consider complaints in respect of personal lines of insurance from any person who has any grievance against an insurer.

List of Insurance Ombudsmen

CONTACT DETAILS	JURISDICTION
AHMEDABAD Sh. P.Ramamoorthy Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.: 079-27546150/139 Fax:- 079-27546142 Email: ins.omb@rediffmail.com	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
BHOPAL Sh.Raj Kumar Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Bhopal – 462 011. Tel.: 0755-2769200/201/202 Fax:- 0755-2769203 Email: bimalokpalbhopal@gmail.com	States of Madhya Pradesh and Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman,	State of Orissa.

<p>62, Forest park, Bhubneshwar – 751 009. Tel.: 0674-2596461/2596455 Fax: 0674-2596429 Email: ioobbsr@dataone.in</p>	
<p>CHANDIGARH Sh.Manik B.Sonawane Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172-2706196/5861/6468 Fax: 0172-2708274 Email: ombchd@yahoo.co.in</p>	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
<p>CHENNAI Sh. Virender Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044-24333678/664/668 Fax: 044-24333664 Email: chennaiinsuranceombudsman@gmail.com</p>	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
<p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23239611/7539/7532 Fax: 011-23230858 Email: iobdelraj@rediffmail.com</p>	States of Delhi and Rajasthan.
<p>GUWAHATI Sh.D.C.Choudhury Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361-2132204/2131307/2132205 Fax: 0361-2732937 Email: ombudsmanghy@rediffmail.com</p>	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<p>HYDERABAD Sh. G.Rajeswara Rao Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040-23325325/23312122 Fax: 040-23376599 Email: insombudhyd@gmail.com</p>	States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
<p>KOCHI Office of the Insurance Ombudsman, 2nd Floor, CC 27 / 2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.</p>	State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.

Tel.: 0484-2358734/759/9338 Fax: 0484-2359336 Email: iokochi@asianetindia.com	
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, KOLKATA - 700 072. TEL : 033-22124346/22124339 Fax : 033-22124341 Email: insombudsmankolkata@gmail.com	States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.: 0522-2201188/31330/1 Fax: 0522-2231310 Email: insombudsman@rediffmail.com	States of Uttar Pradesh and Uttarakhand.
MUMBAI Sh.A.K.Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106928/360/6552/6960 Fax: 022-26106052 Email: ombudsmanmumbai@gmail.com	States of Maharashtra and Goa.

What to do in the event of a claim?

- Initiate Loss minimization measures.
- Call Raheja QBE Call Centre on Toll Free No: 1800-102-7723 OR
- Report claim on Raheja QBE's Website www.rahejqbe.com OR
- Send Letter or Fax to Raheja QBE office
- Please provide necessary assistance to surveyor or company officials for finalization of loss.
- Ensure first-aid/medical help for the injured persons.
- Inform incident to Public Authorities.
- Notify loss by email to claims@rahejqbe.com OR
- Raheja QBE will depute an IRDA licensed surveyor to attend to the loss
- Please furnish required documents and any clarifications that may be sought.