



**The Oriental Insurance Company Limited**  
**Head Office: A 25/27, Asaf Ali Road, New Delhi -110002.**  
**CIN U66010DL1947GOI007158**

**BURGLARY & HOUSEBREAKING INSURANCE POLICY (Business Premises)**

**Preamble**

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to The Oriental Insurance Company Ltd. (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium stated in the said Schedule as consideration for such insurance during the period stated in the said Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy.

**Operative Clause**

The Company hereby agrees subject to terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon to indemnify the Insured to the extent of intrinsic value of:

- (a) 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 (theft following upon an actual forcible and violent entry of and / or exit from the premises) and Hold-up.
- (b) Damage caused to the premises to be made good by the insured resulting from burglary and / or house-breaking or any attempt there at any time during the period of insurance.

Provided always that the liability of the Company shall in no case exceed the sum insured stated against each item or Total Sum Insured stated in the Schedule.

**EXCLUSIONS**

**The Company shall not be liable in respect of :**

- 1. Gold or Silver articles, watches or jewelry 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, cheques, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured.

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2. 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 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 any way assisted or brought about by any such person or persons.
3. Loss or damage which is recoverable under Fire or Plate Glass Insurance policy, or any other policy.
4. (a) 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.  
  
(b) Loss or damage whether direct or indirect arising from war, warlike operations act of foreign enemy, hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority. In any action, suit or other proceedings where the company alleges that by reason of the above Provisions 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. (a) 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 or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.  
(b) Any accident, loss, destruction, damage or Legal Liability directly or indirectly caused by or contributed to by or arising from Nuclear weapons material.
6. Consequential Loss or Legal Liability of any kind.
7. 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 the Insured, unless such key has been obtained by assault or violence or any threat thereof.
8. 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 are 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.
  - (c) To any property the interest of the Insured in 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 on the policy.

## **SPECIAL CONDITIONS:**

### **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 the Company's liability in respect of any further loss or damage occurring during the current period of Insurance unless the Company consents, upon payment of additional premium to reinstate the full Sum Insured.

### **2. Maintenance of Books & Keys:**

The Insured 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 documentary 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 the Insured 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.

## **General Conditions:**

**1. NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company through which this insurance is affected.

**2. DUTY OF DISCLOSURE:** This Policy should be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.

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

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

(a) The insured shall give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company as well as lodge forth with a complaint with the Police.

(b) The insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his 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.

(c) The Insured shall tender to the Company all reasonable information, assistance

and proofs in connection with any claim hereunder.

5. **INDEMNITY** : The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company 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 not more than the sum insured thereon.
6. **AVERAGE**: 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 the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.
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 covering 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.
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 necessarily 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 the Company.
9. **FRAUD** : If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
10. **CANCELLATION**: The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Regd. A.D. to the Insured at his last known address in which case, the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.  
The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall retain the premium for the period this Policy has been in force at the Company's short period scales.

**11. ARBITRATION AND DISCLAIMER :** If any 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 an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act 1940 as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

It is clearly agreed & understood that no difference or dispute shall be referable to arbitration as hereinbefore 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 award by such arbitrator(s) or umpire of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**12. 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 the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

**13. RENEWAL NOTICE:** The Company shall not be bound to accept any renewal premium nor give notice that such is due.



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### **PROPOSAL FORM FOR BURGLARY AND HOUSEBREAKING INSURANCE (BUSINESS PREMISES)**

#### **SCOPE OF COVER**

This insurance policy provides cover against loss or damage by Burglary or House-breaking (i.e. theft following an actual, forcible and violent entry of and/or exit from the premises) in respect of contents of offices, Warehouses, Shops, etc. and cash in safe or strong room and also damage caused to the premises, except as detailed below

#### **Exclusions:**

The policy does not cover loss or damage arising from war and warlike operations. Riots and strikes, Civil Commotion, Terrorist activities, Convulsions of nature and or Consequential Loss, by use of the keys to safe unless obtained by force or threat caused by Insured's employee(s) or Members of the family.

However, on payment of additional premium cover can be extended to include Riot and strike Risks and Terrorist activities.

**NOTE: PLEASE ANSWER EVERY QUESTION FULLY**

1. (a) Name and Address of Proposer  
(in full) (BLOCK LETTERS)  
  
(b) Name of Financial Institution/s I  
(If any financial interest is involved)  
  
(c) Nature of or trade or business
2. Address of the premises to be Insured
3. (a) whether warehouse, Godown, Shop or Office?  
  
(b) How long have you been an occupant of premises?  
  
(c) Are you the sole occupants?

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- c) If not, who are other occupants?
4. What materials are used for construction?  
e.g. concrete, Bricks, Iron sheet or Timber etc.
- (a) Walls \_\_\_\_\_  
(b) Roof \_\_\_\_\_  
(c) Floor \_\_\_\_\_
5. What protection is provided to?
- (a) Doors?  
(b) Windows?  
(c) Skylights, Ventilators, Exhaust Fans, Lights?  
(d) Airconditioners , Trap doors?  
(e) Any other openings?  
(f) Mention any special precautions you have adopted for safeguarding your property.
6. (a) Are the premises occupied by you at night?  
If not, by whom?  
(b) Will the premises be guarded by watchmen?  
If so, by how many and during what-time?  
(c) Will the premises at any time be left unoccupied?  
d) If so, how often and for how long?
7. (a) Are all valuables secured in safe(s), outside business hours?  
(b) Give (1) Maker's Name (2) Height (3) Width (4) Depth and (5) Weight of safe(s)  
(c) How many keys are there to the safe(s) and with whom are they kept?  
Can the safe(s) be opened by a single key or by combination of two or more keys?
8. (a) Are Stock and sales books maintained?  
(b) How frequently are these entered?
- Scope of Cover and Exclusions as above is only a broad indication of the cover offered for details please refer to any office of the company
- (c) How often is stock taken?  
(d) Where are these books kept outside business hours?
9. (a) Have any premises occupied by you been entered by thieves?  
(b) If so, give full particulars stating when and how access was obtained and the extent of the loss.  
(c) What precautions have been adopted to prevent such a recurrence?

10. Is the risk currently insured against Burglary? If so
- (a) The name of Insurance company
  - (b) Policy No.
  - (c) Period
11. Has any company in respect of your burglary insurance
- (a) Declined your proposal?
  - (b) Cancellation or refused to renew your policy?
  - (c) Accepted your proposal on special terms and conditions?
12. Have you ever claimed upon any company for loss by Burglary or House Breaking? If so , give details.
13. Amount for which contents are currently insured against Fire and name of the company
14. Give full description of contents (i.e. the property to be insured) of the premises.
15. Do you need cover against Riot and Strike terrorist activities on payment of additional premium?
16. 

PROPERTY TO BE INSURED	SUM TO BE INSURED
(Give full details)	Rs.
- (a) Stock-in Trade (as described in item 14 above)
  - (b) Goods held by the Proper in trust or on commission for which he is responsible
  - (c) Furniture, Fixture, Fittings, Utensils and Appliances in trade
  - (d) Coins and/or Currency Notes in locked safe
  - (e) Others ( to be specified) 

Total	Rs.
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N.B. To obtain full indemnity it is necessary to insure for the full value of the property in the premises.

17. Period of Insurance

From \_\_\_\_\_ To \_\_\_\_\_

I/We do hereby declare that the above statements and answers are true and that I/We have not withheld any information whatsoever regarding the proposal. I/We agree that this proposal and declaration shall be the basis of the contract between me/us and the Oriental Insurance Co. Ltd. Whose policy for the insurance proposed is acceptable to me/us , I/We undertake to exercise all ordinary and reasonable precautions for safety of the property as if it were uninsured.

Place

Date

Signature of Proposer

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Note: (1) The liability of the company does not commence until the proposal has been

accepted by the Company and the premium paid

(2) Premium will be quoted on application.

#### Development Officer's Reports

The Proposer is known to me/my agent for \_\_\_\_\_ years and I recommend acceptance of the proposal.

Date \_\_\_\_\_ Signature \_\_\_\_\_ of \_\_\_\_\_ Dev. \_\_\_\_\_ Officer \_\_\_\_\_

Place \_\_\_\_\_ Name \_\_\_\_\_ and \_\_\_\_\_ Code \_\_\_\_\_ No. \_\_\_\_\_

#### PROHIBITION OF REBATES Section 41 of Insurance Act. 1938

1. No. person shall allow or offer the above , either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk, relating to live or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept rebate except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

2. Any person making default in complying with the provisions of this section shall be punishable with the fine which may extend to Ten Lakh rupees.

