

# BURGLARY AND HOUSEBREAKING INSURANCE POLICY

### PREAMBLE

WHEREAS the insured named in the Schedule hereto by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to the Liberty General Insurance Limited (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium as consideration for such Insurance in respect of accident or damage occurring during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

#### **OPERATIVE CLAUSE**

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

- The property described in the Schedule hereto or any part thereof shall be lost destroyed or a) damaged by Burglary or Housebreaking or robbery (theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft) or Hold-up (Forcible removal by actual or threatened violence against the insured or employee(s) of the Insured);
- b) Any damage caused to premises resulting from burglary and/ or housebreaking or any attempt threat, any time during policy period.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total sum insured hereby.

#### **EXCLUSIONS**

- A. This Policy does not cover the following unless specially mentioned in the Schedule and expressly insured by the Policy:-
  - 1) The amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
  - 2) Gold or Silver articles, watches, any precious metals, articles made from any precious metals, jewellery, precious stones, medals, coins, stamp collections, coin collections, curios, sculptures, manuscripts, rare books or documents of any kind.

Policy Wording - Burglary and Housebreaking Insurance

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656

UIN No: IRDAN150P0008V01201213



- 3) Deeds, bonds, bills of exchange, treasury or promissory notes, bank notes, money or securities for money, ATM cards, credit cards, charge cards, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps, plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
- 4) Loss or damage which is recoverable under Fire, Plate Glass, Neon Sign, Marine Cargo Insurance Policy or any other policy under which such coverage is has been obtained by the insured.
- 5) 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 is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
- 6) Loss or damage caused by wear and tear or gradual deterioration.
- 7) Loss or damage occasioned by loot, sack, spillage or pilferage.
- 8) Consequential loss or damage of any kind
- 9) Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
- 10) Theft or attempted theft from yards, gardens, open spaces or out-buildings unless the contents thereof are specifically insured by the Policy.
- 11) (i) Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom; any legal liability of whatsoever nature;
  - (ii) Any consequential loss directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer
    - (a) to treat any date before, during or after the year 2000 as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or

(b) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date.

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: care@libertyinsurance.in



A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.

- 12) Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
  - (i) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility.
  - (ii) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or and kind of programming or instruction set.
  - (iii) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.
- 13) Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by, arise out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot and strike, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval 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.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage 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 the contrary shall be upon the Insured.

- 14) Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- 15) 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.



- 16) 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 the Insured.
- 17) (i) 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 ionizing radiation or contamination by radioactivity from any source whatsoever.
  - (ii) Any accident, loss, destruction, damage or Legal Liability, directly or indirectly, caused by or contributed to by or arising from Nuclear weapons material
- 18) Terrorism Damage Exclusion Warranty: This Policy 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 exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes 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 the above.

- B. This Policy shall cease to attach:-
  - 1) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights while the premises shall have been left uninhabited.
  - 2) 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; change or relax any of the safeguards for securing the premises.
  - 3) To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for in the Policy or these conditions.
  - 4) To any property the interest of the Insured 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

Policy Wording - Burglary and Housebreaking Insurance

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

# DEFINITIONS

- **1. "Property Damage"** means actual physical damage to the Insured Premises caused by actual or attempted Housebreaking.
- 2. "Property" means assets, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade in the Insured's premises described in the Schedule to this Policy including items contained therein for which the Insured is accountable.
- **3. "Period of Insurance"** means the period between the commencement date and the expiry date shown in the Schedule.
- 4. "Proposal" means any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to Company by Insured or on Insured's behalf.
- **5. "Insured Premises"** means the place(s) declared for insurance and named in the Schedule attached to the policy.
- 6. "Policy" means the Policy Booklet, the Schedule, the Proposal and any applicable endorsements or memoranda. The policy contains the details of the extent of the cover available to the Insured, what is excluded from the cover and the conditions, warranties on which the Policy is issued.
- 7. "Schedule" means the latest schedule issued by the Company as part of the Policy. It provides details of the Insured's Policy including full description of properties covered which are in force and the period of cover against the properties described. Whenever, the Insured requests for a change in the cover, the same will be communicated by way of an endorsement, subject to payment of premium by the Insured as demanded by the Insurer for such change in cover.
- 8. "Sum Insured" means the Monetary Amounts shown against item/s insured.
- **9.** "Burglary or Housebreaking" means theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft.

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606. Email: care@libertvinsurance.in

Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213

Policy Wording - Burglary and Housebreaking Insurance



- **10. "Theft"** means the dishonest misappropriation of Insured's property with the intention of permanently depriving the Insured of the property by the person or persons other than the insured's employees or their representatives acting on behalf of the insured. (Theft is an optional cover under the policy and needs to be specifically opted for by payment of additional premium)
- **11. "Robbery"** means the theft of contents at the insured premises using unforeseen, aggressive and violent means against the insured and / or their employees.
- **12. "Hold-up"** means forcible removal by actual or threatened violence against the Insured or Employee(s) of the Insured.
- **13. "Excess"** 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.
- 14. "Contents" means items declared for insurance and specified in the Schedule.
- **15. "Business"** means the business of the Insured as stated in the Schedule.
- **16. "Claim"** means a claim under an Operative Clause in respect of an insured event that has taken place or is likely to take place.
- 17. "Employee" means any person with whom the Insured has entered into a contract of service.
- **18. "Business Hours"** or **"Office Hours"** means the Insured's normal trading hours or whilst the Insured or their authorized employees are on the premises for the purpose of the business.
- **19. "Money"** means Cash, current coins, Bank and Currency Notes, Cheques, Postal Order, Current postage stamps which are not part of a collection and luncheon Voucher.
- **20. "Intrinsic Value"** means reinstatement value of insured property or item less due allowance for betterment, wear and tear and/or depreciation
- **21. "Market Value"** means replacement value of insured property or item as New at the time of Damage or Loss less due allowance for betterment, wear and tear and/or depreciation.

Policy Wording - Burglary and Housebreaking Insurance

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.

Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



#### **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 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 or any other authorized employee of 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.

#### 3. Floater Clause:

In consideration of premium charged, the sum Insured in aggregate under the policy is available for any one, more, or all locations as specified in the policy in respect of movable property. At all times during currency of policy the insured should have a good internal audit and accounting procedure under which the total amount of risk at any/ or every one of the locations can be established at any particular time, if required.

Any change in the address of the locations specifically declared at the inception shall be communicated immediately by the insured in writing to the office of the company through which this insurance is effected and the written consent of the company shall be obtained. The insurance cover provided for any specific location(s) would cease to attach if there is a change of address of the location(s) of the insured premises but the written consent of the company has not been obtained and signified herein for the continuance of the insurance coverage at the new address (es).

#### 4. Onus of Proof:

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



In any action, suit or other proceedings where Insurer alleges that by reason of the above provisions any damage is not covered by this Insurance, the burden of proving that such damage is covered shall be upon Insured.

### **GENERAL CONDITIONS**

#### 1. Notices and Alterations to the Policy:

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 and the acknowledgement of service shall be obtained from the Company. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the Company or by an agent acting under Power of Attorney from the Company.

#### 2. Duty of Disclosure:

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

#### 3. Reasonable Care:

The Insured shall take all ordinary and reasonable precautions for the safety of the property insured, and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing any safes, strong-rooms and premises which such property is contained therein. If the property insured shall include items pertaining to a business or profession, the Insured shall keep complete and accurate books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured shall keep a complete and accurate record of all business purchases, sales and deliveries in and out of the premises, and such record shall be regularly entered up as soon as such purchases sales or deliveries shall have taken place.

#### 4. **Basis of Sum Insured:**

The Sum Insured under Policy would be fixed on current market prices for stocks. For other items such as furniture, fixture, equipment's, etc., it can be fixed either on Market Value (i.e. new replacement cost less depreciation) or on Reinstatement Value basis.

#### 5. Mid Term Increase in Sum Insured:

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.

Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy.

## 6. Mid Term Reduction in Sum Insured:

In the event of a decrease in the Sum Insured being agreed to, the Company shall refund premium on such reduction in Sum Insured. The premium refunded will be Premium collected less premium chargeable for the expired period on Short period scale. Expired period herein is period from policy inception date till date of decrease in sum insured endorsement. However, no reduction in Sum Insured shall be allowed for Declaration policies during the currency of the policy.

| Sl. No | Period                     |          | Rate               |
|--------|----------------------------|----------|--------------------|
| 1      | For a period not exceeding | 15 days  | 10% of Annual Rate |
| 2      | do                         | 1 Month  | 15% of Annual Rate |
| 3      | do                         | 2 Months | 30% of Annual Rate |
| 4      | do                         | 3 Months | 40% of Annual Rate |
| 5      | do                         | 4 Months | 50% of Annual Rate |
| 6      | do                         | 5 Months | 60% of Annual Rate |
| 7      | do                         | 6 Months | 70% of Annual Rate |
| 8      | do                         | 7 Months | 75% of Annual Rate |
| 9      | do                         | 8 Months | 80% of Annual Rate |
| 10     | do                         | 9 Months | 85% of Annual Rate |
| 11     | For a period exceeding     | 9 Months | Annual Rate        |

The Short Period scale is as below:

#### 7. Average:

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



The Insurance under this Policy (except as regards damage done to the Premises as stated in the Schedule) is subject to the following condition of Average.

1) When the Sum Insured is on a full value basis:

If the property insured under this Policy shall at time of Loss be collectively of greater value than the Sum Insured thereon, then Insured will be considered as being his own Insurer for the difference and shall bear a rateable proportion of loss accordingly. Every item more than one in the Policy, shall be separately subject to this condition.

2) When the Sum Insured is on a first loss basis:

If the property insured under this Policy shall at time of loss be collectively of greater value than the total value declared by Insured then Insured shall be considered as his own Insurer for the difference and accordingly Insured's liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

#### Contribution: 8.

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 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.

# 9. 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 the Company.

#### 10. 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.

# 11. Cancellation:

Policy Wording - Burglary and Housebreaking Insurance

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



The Company may at any time, cancel this Policy, by giving 15 day's 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 15 days' notice in writing, to the Company, for the cancellation of this Policy, in which case, Company shall retain premium for the period this Policy has been in force at the Company's short period scales, provided no claim has occurred up to the date of cancellation of this Policy.

Notwithstanding the above, if the policy is cancelled by the insured after a loss has occurred, the premium to be retained by the company shall be the Prorata proportion of the premium calculated on the average amount insured up to the date of cancellation plus the Prorata proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid.

## 12. Arbitration and disclaimer:

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 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 the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim herein under, 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.

#### 13. Reinstatement and Repair:



The Company at any time before payment of a claim and notwithstanding that an offer of settlement has been made instead of paying the amount of the loss or damage in respect of any property or the premises may make it good by reinstating or replacing any of the property stolen or repairing the premises damaged or such items or part thereof as the Company may think fit and paying the amount of the loss or damage in respect of the residue of such property or premises. Provided that if the Company elects to replace any property or reinstate any premises the Company in making good the loss or damage shall not be bound to replace or reinstate such property or premises exactly and completely but only to do so substantially as nearly as circumstances permit and in a reasonably sufficient manner. In case where any of the property or premises are insured elsewhere the Company may join with any other insurance company or insurers in replacing or reinstating the same.

#### 14. Book-Keeping Warranty:

Warranted that the Insured keeps and during the whole of the currency of this Policy shall keep a complete set of Books, Accounts and Stock Sheets or Stock Books showing a true and accurate record of all business transactions, and Stock in hand, and that such Books, Accounts and Stock Sheets or Stock Books shall be locked in a fire-proof safe or removed to another building at night and at all times when the premises are not actually open for business. This Warranty applies separately to each and every business or branch business. Transfers of goods from one premise to another shall be a business transaction within the meaning of this Warranty. It is further warranted that the said safe shall not contain explosives or other hazardous commodities.

#### 15. Damage Entry Warranty:

For a claim to lie under this warranty, there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.

#### 16. Protection:

It is a condition precedent to liability under this Policy that:-

- a) all protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
- b) any keys for the premises and /or intruder alarm systems or safes and /or strong rooms and /or any other secured area or device in which insured property is kept are removed from the premises whenever the premises are closed for business or left unattended.
- c) the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorised persons and no details of the same are left in the insured premises.

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



d) It is warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the currency of the Policy.

## 17. Occupation of premises:

The Company may at any time after the occurrence of damage to the property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage and this Policy shall be proof of leave and license for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited.

Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.

No property may be abandoned to the Company.

#### **Claims Procedure:** 18.

- 1. On the happening of any loss or damage the Insured shall give immediate notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
  - a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
    - b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with to the satisfaction of the Company.

Policy Wording - Burglary and Housebreaking Insurance

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



2. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the 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.

#### 19. **Prosecution:**

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

#### 20. Geographical Scope:

The geographical scope of this policy will be India.

#### 21. Renewal Notice:

The Company shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.

#### 22. Statutory Compliance:

The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning:

- (a) The inspection of machinery, plant, equipment and apparatus,
- (b) The safety of persons or property.

#### 23. Observance of Terms and Conditions:

The due observance of the terms of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the Insured whether by the said proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this

Policy Wording - Burglary and Housebreaking Insurance



Policy shall be valid unless made in writing and signed by the Company.

#### 24. Jurisdiction:

This policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.

#### 25. Claim Settlement:

The company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

#### 26. Grievances:

In case the Insured is aggrieved in any way, the Insured may contact Insurer at the specified address, during normal business hours. In case the Insured/Insured Person has not got his/her grievances redressed by the Company within 15 days, then he/she may approach the Insurance Ombudsman for the redressal of the same. A list containing the addressees of Offices of Ombudsman is attached to this Policy. Policy holder may also obtain copy of IRDA circular number 1385\_GI-2002\_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of policy holders' interests) Regulations, 2002.

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.

Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 i CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213

Page 15



# **Grievance Redressal**

We are concerned about you and are committed to extend the best possible services. In case you are not satisfied with our services or resolutions, please follow the below steps for redressal.

#### Step 1

Call us on Toll free number: 1800-266-5844

(8:00 AM to 8:00 PM, 7 days of the week)

or

Email us at: care@libertyinsurance.in

or

Write to us at:

**Customer Service** 

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.

#### Step 2

If our response or resolution does not meet your expectations, you can escalate at <u>Manager@libertyinsurance.in</u>

#### Step 3

If you are still not satisfied with the resolution provided, you can further escalate at <u>Servicehead@libertyinsurance.in</u>

Policy Wording – Burglary and Housebreaking Insurance
Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.
Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u>
Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 i CIN: U66000MH2010PLC209656
UIN No: IRDAN150P0008V01201213



An acknowledgement will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by the company you may approach the Insurance Ombudsman for redressal. The details of Insurance Ombudsman offices are given below:

| Office of the Ombudsman and Contact Details   | Areas of Jurisdiction                               |
|---|---|
| AHMEDABAD<br>Office of the Insurance Ombudsman,<br>Jeevan Prakash Building, 6th floor, Tilak Marg,<br>Relief Road, Ahmedabad – 380 001.<br>Tel.: 079 - 25501201/02/05/06<br>Email: bimalokpal.ahmedabad@ecoi.co.in  | Gujarat,<br>Dadra & Nagar Haveli,<br>Daman and Diu. |
| <b>BENGALURU</b><br>Office of the Insurance Ombudsman,<br>Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor,<br>19/19, 24th Main Road, JP Nagar, Ist Phase,<br>Bengaluru – 560 078.<br>Tel.: 080 - 26652048 / 26652049<br>Email: bimalokpal.bengaluru@ecoi.co.in | Karnataka.  |
| BHOPAL<br>Office of the Insurance Ombudsman,<br>Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar,<br>Opp. Airtel Office,Near New Market, Bhopal – 462 003.<br>Tel.: 0755 - 2769201 / 2769202<br>Fax: 0755 - 2769203<br>Email: bimalokpal.bhopal@ecoi.co.in              | Madhya Pradesh<br>Chattisgarh.                      |
| BHUBANESHWAR<br>Office of the Insurance Ombudsman,<br>62, Forest park, Bhubneshwar – 751 009.<br>Tel.: 0674 - 2596461 /2596455  | Orissa  |

Policy Wording - Burglary and Housebreaking Insurance

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 i CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



| Office of the Ombudsman and Contact Details   | Areas of Jurisdiction   |
|---|---|
| Fax: 0674 - 2596429<br>Email: bimalokpal.bhubaneswar@ecoi.co.in   |   |
| CHANDIGARH<br>Office of the Insurance Ombudsman,<br>S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector<br>17 – D, Chandigarh – 160 017.<br>Tel.: 0172 - 2706196 / 2706468<br>Fax: 0172 - 2708274<br>Email: bimalokpal.chandigarh@ecoi.co.in | Punjab, Haryana,<br>Himachal Pradesh,<br>Jammu & Kashmir,<br>Chandigarh.                    |
| CHENNAI<br>Office of the Insurance Ombudsman,<br>Fatima Akhtar Court, 4th Floor, 453,<br>Anna Salai, Teynampet, CHENNAI – 600 018.<br>Tel.: 044 - 24333668 / 24335284<br>Fax: 044 - 24333664<br>Email: bimalokpal.chennai@ecoi.co.in                  | Tamil Nadu,<br>Pondicherry Town and<br>Karaikal (which are part of Pondicherry).            |
| <b>DELHI</b><br>Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road, New Delhi – 110 002.<br>Tel.: 011 - 2323481/23213504<br>Email: bimalokpal.delhi@ecoi.co.in   | Delhi.  |
| GUWAHATI<br>Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge,<br>S.S. Road, Guwahati – 781001(ASSAM).<br>Tel.: 0361 - 2132204 / 2132205<br>Fax: 0361 - 2732937<br>Email: bimalokpal.guwahati@ecoi.co.in       | Assam,<br>Meghalaya,<br>Manipur,<br>Mizoram,<br>Arunachal Pradesh,<br>Nagaland and Tripura. |
| <b>HYDERABAD</b><br>Office of the Insurance Ombudsman,  | Andhra Pradesh,<br>Telangana,   |

Policy Wording – Burglary and Housebreaking Insurance

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



| Office of the Ombudsman and Contact Details  | Areas of Jurisdiction  |
|--|--|
| <ul> <li>6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function<br/>Palace, A. C. Guards, Lakdi-Ka-Pool,<br/>Hyderabad - 500 004.</li> <li>Tel.: 040 - 65504123 / 23312122</li> <li>Fax: 040 - 23376599</li> <li>Email: bimalokpal.hyderabad@ecoi.co.in</li> </ul> | Yanam and<br>part of Territory of Pondicherry.   |
| JAIPUR<br>Office of the Insurance Ombudsman,<br>Jeevan Nidhi – II Bldg., Gr. Floor,<br>Bhawani Singh Marg, Jaipur - 302 005.<br>Tel.: 0141 - 2740363<br>Email: Bimalokpal.jaipur@ecoi.co.in  | Rajasthan.   |
| ERNAKULAM<br>Office of the Insurance Ombudsman,<br>2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road,<br>Ernakulam - 682 015.<br>Tel.: 0484 - 2358759 / 2359338<br>Fax: 0484 - 2359336<br>Email: bimalokpal.ernakulam@ecoi.co.in                              | Kerala, Lakshadweep,<br>Mahe-a part of Pondicherry.  |
| KOLKATA<br>Office of the Insurance Ombudsman,<br>Hindustan Bldg. Annexe, 4th Floor,<br>4, C.R. Avenue, KOLKATA - 700 072.<br>Tel.: 033 - 22124339 / 22124340<br>Fax : 033 - 22124341<br>Email: bimalokpal.kolkata@ecoi.co.in   | West Bengal,<br>Sikkim,<br>Andaman & Nicobar Islands.  |
| LUCKNOW<br>Office of the Insurance Ombudsman,<br>6th Floor, Jeevan Bhawan, Phase-II,<br>Nawal Kishore Road, Hazratganj,<br>Lucknow - 226 001.<br>Tel.: 0522 - 2231330 / 2231331<br>Fax: 0522 - 2231310   | Districts of Uttar Pradesh :<br>Laitpur, Jhansi, Mahoba, Hamirpur, Banda,<br>Chitrakoot, Allahabad, Mirzapur,<br>Sonbhabdra, Fatehpur, Pratapgarh,<br>Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur,<br>Lucknow, Unnao, Sitapur, Lakhimpur,<br>Bahraich, Barabanki, Raebareli, Sravasti,<br>Gonda, Faizabad, Amethi, Kaushambi, |

Policy Wording – Burglary and Housebreaking Insurance

Liberty General Insurance Limited, Unit 1501, 4 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: care@libertyinsurance.in Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



| Office of the Ombudsman and Contact Details  | Areas of Jurisdiction  |
|--|--|
| Email: bimalokpal.lucknow@ecoi.co.in   | Balrampur, Basti, Ambedkarnagar,<br>Sultanpur, Maharajgang, Santkabirnagar,<br>Azamgarh, Kushinagar, Gorkhpur, Deoria,<br>Mau, Ghazipur, Chandauli, Ballia,<br>Sidharathnagar.   |
| MUMBAI<br>Office of the Insurance Ombudsman,<br>3rd Floor, Jeevan Seva Annexe,<br>S. V. Road, Santacruz (W), Mumbai - 400 054.<br>Tel.: 022 - 26106552 / 26106960<br>Fax: 022 - 26106052<br>Email: bimalokpal.mumbai@ecoi.co.in              | Goa,<br>Mumbai Metropolitan Region<br>excluding Navi Mumbai & Thane.   |
| NOIDA<br>Office of the Insurance Ombudsman,<br>Bhagwan Sahai Palace<br>4th Floor, Main Road, Naya Bans, Sector 15,<br>Distt: Gautam Buddh Nagar, U.P-201301.<br>Tel.: 0120-2514250 / 2514252 / 2514253<br>Email: bimalokpal.noida@ecoi.co.in | State of Uttaranchal and the following<br>Districts of Uttar Pradesh:<br>Agra, Aligarh, Bagpat, Bareilly, Bijnor,<br>Budaun, Bulandshehar, Etah, Kanooj,<br>Mainpuri, Mathura, Meerut, Moradabad,<br>Muzaffarnagar, Oraiyya, Pilibhit, Etawah,<br>Farrukhabad, Firozbad, Gautambodhanagar,<br>Ghaziabad, Hardoi, Shahjahanpur, Hapur,<br>Shamli, Rampur, Kashganj, Sambhal,<br>Amroha, Hathras, Kanshiramnagar,<br>Saharanpur. |
| PATNA<br>Office of the Insurance Ombudsman,<br>1st Floor, Kalpana Arcade Building,,<br>Bazar Samiti Road, Bahadurpur, Patna 800 006.<br>Tel.: 0612-2680952<br>Email: bimalokpal.patna@ecoi.co.in   | Bihar, Jharkhand.  |
| <b>PUNE</b><br>Office of the Insurance Ombudsman,<br>Jeevan Darshan Bldg., 3rd Floor,<br>C.T.S. No.s. 195 to 198, N.C. Kelkar Road,  | Maharashtra,<br>Area of Navi Mumbai and Thane<br>excluding Mumbai Metropolitan Region.   |

Policy Wording – Burglary and Housebreaking Insurance

Liberty General Insurance Limited, Unit 1501, 4 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013. Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213



| Office of the Ombudsman and Contact Details  | Areas of Jurisdiction |
|--|-----------------------|
| Narayan Peth, Pune – 411 030.<br>Tel.: 020-41312555<br>Email: bimalokpal.pune@ecoi.co.in |                       |

## **GOVERNING BODY OF INSURANCE COUNCIL**

Shri P.N. Gandhi, Secretary General

Smt Moushumi Mukherji, Secretary

3<sup>rd</sup> Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai – 400 054.

Tel: 022 – 26106889 / 671 / 980

Fax: 022 – 26106949

Email: inscoun@ecoi.co.in

For updated details of Insurance Ombudsman Offices you may visit Governing Body of Insurance Council (GBIC) website at <a href="http://www.gbic.co.in/ombudsman.html">http://www.gbic.co.in/ombudsman.html</a> or our website at <a href="http://www.libertyinsurance.in/customer-support/grievance-redressal">http://www.gbic.co.in/ombudsman.html</a> or our website at <a href="http://www.libertyinsurance.in/customer-support/grievance-redressal">http://www.gbic.co.in/ombudsman.html</a> or our website at <a href="http://www.gbic.co.in/ombudsman.html">http://www.gbic.co.in/ombudsman.html</a> or our <a href="http://www.gbic.co.in/ombudsman.html">http://wwww.gbic.co.in/ombu

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.

Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656 UIN No: IRDAN150P0008V01201213