

BURGLARY INSURANCE POLICY PROSPECTUS



YOUR POLICY SUMMARY



BURGLARY INSURANCE POLICY - COMMERCIAL PROSPECTUS

This Policy is designed to cover loss and damage against property on the business premises of the Insured owing to or arising out of Burglary or Housebreaking or Robbery (theft that follows forcible and violent entry of or exit from the Premises) or Dacoity or Hold-up (Forcible removal of possessions by actual or threatened violence against the Insured) and Damage caused to the Insured's Premises due to by Burglary or Housebreaking or Robbery or Dacoity or Hold-up.

Cover available on a First Loss basis by way of judicious management of probable maximum loss assessment.

Multiple options for variations in Sum Insured such as options to cover on floater basis and declaration policy.

Option to opt for various Extensions such as :

- Agreed Bank Clause
- Capital Addition Cover
- Co-insurance Clause
- Cost of Re-writing Records Clause
- Designation of Property Clause
- First Loss Clause
- Floater Declaration Cover
- Loss Minimization Expenses
- On Account Payment Clause
- Reinstatement Value Policies
- Replacement of Locks Including Repair to Insured Premises
- Temporary Removal Cover
- Terrorism Inclusion Cover
- Theft Inclusion Cover
- Vehicle Load Cover
- Personal Assault Cover
- Money
- Seasonal increase or Festive Increase
- Appraisalment Cover
- Claim Preparation Cover
- Contract Price Clause
- Declaration Clause
- Employee Personal Property Cover
- Floater Cover
- Local Authorities Clause
- Omission to Insure Additions, Alterations or Extensions
- Pair and Set Cover
- Removal of Debris Cover
- Riot, Strike Cover
- Temporary Storage Cover
- Theft by Use of Duplicate Keys
- Unoccupancy Cover
- Waiver of Under Insurance
- Clothing and Personal Effects
- Damage to safe and/or strong room
- Bank and Public Holiday Extension



Eligibility

This product can be offered to:-

1. Dwellings
2. Industrial Risk
3. Non-Industrial Risk



Scope of Cover

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

- a) The Property described in the Schedule hereto or any part thereof shall be lost destroyed or damaged by Burglary or Housebreaking or Robbery or Dacoity or Hold-up; and
- b) Damage caused, to the Premises to be made good, to the Insured resulting from Burglary or any attempt there at any time during the period of insurance upto 5% of the Sum Insured for all locations. 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


General 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.
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. 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.
12. 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.
13. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
14. 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.
15. 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.
16. (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 or arising from nuclear weapons or its materials.
17. 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. 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.

18. Loss, destruction or damage to land, livestock, blood stock, agricultural risks, growing crops or trees.

B. This Policy shall cease to attach:-

- 1) If the premises shall have been left uninhabited by day and night for fourteen or more consecutive days and nights.
- 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 continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company



Excess:-

As Specified in the schedule



Premium Details:-

The rate of premium shall depend on situation of risk, nature of stocks, security measures and past claims experience



Cancellation and Refund:-

This Policy may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at Short Period Basis for the time the Policy has been in force. This Policy may also at any time be terminated by the insurer on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation of the Insured by giving 15 days' notice to that effect to the Insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of the cancellation.

Short Period Scale:

For a period not exceeding	15 days	10% of the Annual rate
-do-	1 month	15% of the Annual rate
-do-	2 months	30% of the Annual rate
-do-	3 months	40% of the Annual rate
-do-	4 months	50% of the Annual rate
-do-	5 months	60% of the Annual rate
-do-	6 months	70% of the Annual rate
-do-	7 months	75% of the Annual rate
-do-	8 months	80% of the Annual rate
-do-	9 months	85% of the Annual rate
For a period exceeding	9 months	The full Annual rate

Refund, if any shall be subject to the retention of minimum premium of 250/- + Taxes



Renewal Process:

The Company shall not be bound to accept any renewal premium or issue renewal notice. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of

the Company under the insurer. Nothing herein or otherwise shall oblige the Company to offer renewal terms or restrict any renewal terms as to premium or otherwise

**Claim Intimation:**

In the event of loss due to an insured event the insurance company must be informed immediately. Our contact details are as follows: - Toll Free Helpline:-1800 12000 Email: - support@edelweissinsurance.com

**Prohibition of Rebates (Section 41 of the Insurance Act, 1938, as amended)**

1. No person shall allow or offer to allow, 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 lives 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 any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh.

**Disclaimer:**

THE ABOVEMENTIONED INFORMATION IS ONLY A SUMMARY OF THE PRODUCT FEATURES. THE COMPLETE TERMS AND CONDITIONS CAN BE FOUND IN THE POLICY WORDING. IT IS ADVISED THAT THE POLICY WORDING BE READ COMPLETELY FOR A FULL DESCRIPTION OF THE TERMS AND CONDITIONS OF COVERAGE AND THE EXCLUSIONS RELATING THERETO. INSURANCE IS THE SUBJECT MATTER OF SOLICITATION.