

BURGLARY & HOUSEBREAKING INSURANCE POLICY

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 HDFC ERGO General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made there under, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule

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 -

- any loss of or damage to property belonging to the Insured or held in trust or on commission for which he is responsible, or any part thereof, whilst contained in the premises described in the Schedule hereto due to burglary (theft following upon an actual forcible and violent entry of and/or exit from the premises), house-breaking or robbery;
- damage caused to the Insured's business premises resulting from burglary and/or housebreaking or any attempt thereat, any time during the period of insurance upto 5% of the Sum Insured for all contents.

Provided always that the liability of the Company shall in no case exceeds 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 –

- 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.
 - Any goods lying outside an enclosed portion of the premises described in the Schedule, unless specifically insured.
- Loss or damage where any member of the Insured's household or his business staff or any other person lawfully in the premises of the business is concerned in the actual theft of 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.
- Loss or damage which is recoverable under a Fire or Plate Glass Insurance Policy or any other policy.
- This policy does not cover loss or damage or contingency attributable directly or indirectly to:
 - Acts of Terrorism. Loss or damage, cost or expenses 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 such action taken in respect of any act of terrorism shall also be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism.

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

- War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detention by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detention by order of any governments or any other authority.

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

- Ionising radiation or contamination by radioactivity from any source whatsoever.
- Nuclear weapons material.

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 organisation(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.

- Consequential or indirect loss or damage which is not the direct result of insured perils, nor does the policy covers apprehended loss or damage or contractual liability or legal liability of any kind.
- Loss of money and/or other property extracted from a Safe or Strong Room following the use of the key to the said Safe or Strong Room or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
- 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.
- This policy shall cease to attach:
 - If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights;
 - 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;
 - 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.

- Loss or damage attributable to wilful/ gross negligence on the part of the Insured or any other person acting on behalf of the Insured.

SUM INSURED – BASIS OF VALUATION

Sum insured must represent Market Value of the property insured. 'Sum Insured' (SI) as mentioned in the Policy Schedule is the maximum sum payable as a whole under the Policy during the Policy Period for all the insured perils. 'Market Value' shall mean current replacement value of the item as new at the time of loss or damage less due allowance for betterment, wear and tear and obsolescence

SPECIAL CONDITIONS

- 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.
- 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 Insured's business premises beyond business hours, unless the Insured's business premises are occupied by the Insured or any other authorised employee of the Insured in which case such keys if left on the Insured's business premises shall be deposited in a secure place not in the vicinity of the safe or strong room.

GENERAL CONDITIONS

- NOTICE:** Every notice and communication to the Company required by this policy shall be in writing and be addressed to the Policy issuing office mentioned in the schedule.
- 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 nondisclosure of any material fact at the sole discretion of the Company.
- REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage and minimise any claim arising out of an insured peril. The Insured shall also take all steps within their

BURGLARY & HOUSEBREAKING INSURANCE POLICY

control to avert occurrence of the insured perils and, following the occurrence of an insured peril, to protect the property insured from further damage or loss. If the Insured or any person on his behalf does not comply with the requirements of the Company for the purposes as stipulated herein or hinders or obstructs the Company in the exercise of its powers hereunder, all benefits under the Policy may be forfeited at the sole discretion of the Company.

4. **CLAIMS PROCEDURE:** Upon the happening of any event giving rise or likely to give rise to a claim under this policy the Insured shall -
 - a. Give immediate notice thereof in writing to the nearest office with a copy to the corporate office of the Company as mentioned in the schedule and immediately lodge a complaint with the Police;
 - b. Deliver to the Company, within 14 days, unless the Company extends this period at its sole discretion by not more than 12 months from 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; and
 - c. Submit all reasonable information, assistance and proof in connection with any claim to the Company and permit the Company's representatives, upon prior appointment and during reasonable times, to enter and inspect the Insured's premises at which the loss or damage to the property has occurred for the purpose of investigating the claim. If required by the Company, the Insured will also make a declaration on oath in the legal form desired by the Company affirming the truth of the claim and of any matters connected therewith.
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 or 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 rateable 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 happening of any loss or damage covered by this policy there shall be existing any other insurance of any nature whatsoever covering the same risk as is covered under this policy, 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 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.
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. **MISREPRESENTATION:** The Insured shall take due care to describe the insured property. In the event of any misrepresentation or non disclosure of material fact or adoption of fraudulent means to obtain any benefit, the policy shall be void without any refund of premium.
11. **BURDEN OF PROOF:** In any action, suit or other proceedings where the Company alleges 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 the Insured.
12. **CANCELLATION:** The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post Acknowledgement Due to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the last premium paid by the Insured 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 premium for the period this policy has been in force at the Company's 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 (Not exceeding)	Premium to be retained (% of the Annual Rate)
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 months	Full Annual Premium

13. **ARBITRATION:** 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 two disinterested persons as arbitrators, who shall together proceed to appoint an umpire. The two arbitrators respectively shall be appointed in writing by the Company and the Insured within 30 days after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force.

In case either the Company or the Insured refuses or fails to appoint an arbitrator within 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator.

It is 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 or umpire of the amount of the loss or damage shall be first obtained.

The venue of the arbitration proceedings shall be at the Corporate Office of the Company as mentioned in the schedule.

14. **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 and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this policy.
15. The Company shall not be bound to accept renewal of this policy or give notice that such is due.
16. The Insured agrees not to transfer his interest in this policy unless the Company consents to the transfer in writing.
17. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months of the happening of loss or damage unless the claim is the subject matter of pending legal action or arbitration. It is hereby expressly agreed and declared that if the Company disclaims liability to the Insured for any claim hereunder mentioned, and such claim is not, within 12 calendar months from the date of such disclaimer, 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.
18. No sum payable under this Policy shall carry any interest or penalty.
19. Where proposal forms are not received, information obtained from the Insured whether orally or otherwise is captured in the cover note, if issued, and/ or in the policy document. The Insured shall point out to the Company, discrepancies, if any, in the information contained in the policy document within 15 days from policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.
20. **GOVERNING LAW & JURISDICTION:** This Policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in respect of any dispute arising hereunder.
21. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.

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GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre (Toll free helpline)
 - 1800 2 700 700 (accessible from any Mobile and Landline within India)
 - 1800 226 226 (accessible from any MTNL and BSNL Lines)
- Email: grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website: www.hdfcergo.com
- Fax : 022 - 66383699
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Cell ,
HDFC ERGO General Insurance Company Ltd.
6th Floor, Leela Business Park,
Andheri Kurla Road,
Andheri, Mumbai – 400059

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company at the following address

To the Principal Grievance Officer
HDFC ERGO General Insurance Company Limited
6th Floor, Leela Business Park.
Andheri Kurla Road,
Andheri (E), Mumbai – 400059
E-mail: principalgrievanceofficer@hdfcergo.com

You may also approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF SOLICITATION".

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2nd Flr., Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerala, Karnataka	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM – 682 015
North-Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI - 781 021
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone-II, (Above D. M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011