

## **BURGLARY INSURANCE (BUSINESS PREMISES)**

**To be attached to and forming part of**

**Policy # : TBA**  
**In name of : TBA**

- (a) If the property described in the schedule hereto or any part thereof shall be lost destroyed or damaged by Theft following upon an actual forcible and violent entry of the premises by the person or persons committing such theft; or
- (b) If any damage falling to be borne by the Insured shall be done to the Premises described in the Schedule hereto following upon or occasioned by an actual forcible and violent entry of the Premises or any attempt there at by the person or persons committing or attempting to commit such theft.

Then the Company will pay or make good to the Insured such loss to the extent of the intrinsic value of the property so lost or such damage to the amount so sustained. 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.

### **CONDITION**

- 1 All Notices and communications in relation to this Policy are to be sent to the Company in writing. 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. This Policy does not cover the following unless specially mentioned in and expressly insured by the Policy:
  - (a) Gold or Silver Articles Watches Jewellery Precious Stones Medals Coins Curiosities Sculptures Manuscripts Rare Books Plans Patters Models and Designs.
  - (b) Deeds Bonds Bills of Exchange Promissory Notes Money Or Security for Money Stamps Business Books or Documents.
  - (c) Loss or Damage by Fire however caused.
  - (d) Loss of or Damage to Plate Glass whether forming part of the premises otherwise.
  - (e) Loss or Damage where any inmate or member of the Insured's Household or 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 nor where such Loss or Damage has been expedited or in any way assisted or brought about by any such person or persons.
  - (f) Loss or Damage which either in origin or extent is directly or indirectly proximately or remotely occasioned by or contributed to by or which either in origin or extent directly or indirectly proximately or remotely arises out of or in connection with earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbance, of war, invasion, net of foreign enemy hostilities or war like operations (whether war be declared or not) mutiny, riot, 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 on 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 conditions may 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.
  - (g) (1) any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(2) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any source whatsoever.
  - (h) The indemnity or compensation provided by this Policy shall not apply to nor include any accident, loss destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- (3) This Policy shall cease to attach;
  - (a) If the premises shall have been left inhabited by day and night for seven or more consecutive days and night 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 Insured which shall be removed from the Premises in which it is herein stated to be save so far as is expressly provided for in the Policy or these Conditions.
- (d) To any Property the Interest of the Insured in which shall pass from the insured otherwise than Will or Operation of Law;

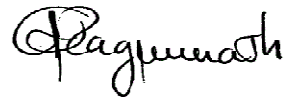
Unless in every case the consent of the Company to the continuance of the Insurance thereon is obtained and signified by a Memorandum made on the Policy by or on behalf of the Company.

- (4) On the happening of any Loss or Damage the Insured shall forthwith give notice thereof in writing to the Police and also to the Company detailing the circumstances of the case and shall within seven days after such Loss or Damage shall have come to the Insured's knowledge and at the Insured's own expense deliver to the Company a claim in writing and containing as particular an account as may be reasonably practicable of all property lost or damaged and of the amount of the Loss and Damage in respect thereof respectively having regard to its value in the time of the Loss or Damage and also of the damage (if any) to the Premises. The Insured shall also produce and give to the Company when where and to whom and in a manner required by the Company and at the Insured's own expense all such Books of Account Vouchers Invoices Documents proofs and information as may be reasonably required and the Insured shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the Loss or Damage claimed for has actually arisen from one of the causes insured against and the property in respect which a claim is made is not merely mislaid or missing.
- (5) The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person on behalf of the Insured nor if the Insurance has been continued in consequence of any material mis-statement on the non-disclosure of any material information by or on behalf of the Insured.
- (6) The Company at any time before payment of a Claim and notwithstanding that an offer settlement has been made instead of paying the amount by 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 parts thereof as the Company may think it 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 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.
- (7) If the property hereby insured shall at the time of the happening of any loss destruction 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 accordingly. Every item if more than one of the policy shall be separately subject to this Condition.
- (8) 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.
- (9) If at the time of any Loss or Damage there shall be any other subsisting Insurance against such Loss or Damage the Company shall not be liable for more than its ratable proportion of such Loss or Damage.
- (10) The Insured and any Claimant under this Policy shall at the expense of the Company concurring doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of 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 or required before or after the Insured's indemnification by the Company.
- (11) The Company shall not be bound to accept any renewal premium nor to give notice that such is due and the Company may at any time by notice to the Insured cancel the Policy as from seven days after the date when the Insured shall receive such notice in the ordinary course of post subject and without prejudice to any rights or claims either of the Company or the Insured arising under the Policy prior to that date and the Insured shall be entitled to a return of any premium paid by him after deducting a proportional part thereof for the part of the year during which the policy has been in force.



- (12) If any dispute shall arise as to whether the Company is liable under this Policy or as to the amount of its liability the matter shall if required by the Company be referred to the decision of two neutral persons as Arbitrators one of whom shall be named by each party or of an Umpire who shall be appointed by the said Arbitrators before entering on the reference and in case the Insured or his legal personal representatives shall neglect or refuse for the space of two calendar months after request in writing from the Company so to do to name an Arbitrator the Arbitrator of the Company may proceed alone and no motion or proceeding shall be brought or prosecuted on this Policy until the award of the Arbitrator, Arbitrators or Umpire has been first obtained. The costs of and connected with the arbitration shall be in discretion of the Arbitrator, Arbitrators or Umpire.
- (13) If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained and no notice of action shall have been received by the Company from the Insured within the said period of twelve calendar months then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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A handwritten signature in black ink, appearing to read "Ragunath". The signature is written in a cursive, flowing style with a large initial 'R'.