

## RELIANCE GENERAL INSURANCE COMPANY LIMITED

(Registered Office: 3rd floor, Maker Chambers IV, Nariman Point, Mumbai - 400 021).

RGICL/MI-BHB/Form 2

### BURGLARY & HOUSEBREAKING INSURANCE POLICY

#### PREAMBLE

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

### OPERATIVE CLAUSE

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

- any loss of or damage to property or any part thereof whilst contained in the premises described in the Schedule hereto due to burglary or house-breaking (theft following upon an actual forcible and violent entry of and/or exit from the premises) or hold-up;
- b. damage caused to the premises resulting from burglary and/or housebreaking or any attempt thereat, any time during the period of insurance.

Provided always that the liability of the Company shall in no case exceed the sum insured stated EXCLUSIONS

the Company shall not be liable in respect of -

- 1. 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.
- 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 in the business is concerned in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or in any way assisted or brought about by any such person of persons.

Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other For Reliance General Insufance company Limited

- 4. a. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.
  - b. Loss or damage whether direct or indirect arising from war, warlike operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and detainment by Order of any government or any other authority.
  - c. 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.
- 5. a. Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
  - b. Any accident, loss, destruction, damage or Legal Liability directly or indirectly caused by or contributed to by or arising from Nuclear weapons material.
- 6. Consequential loss or legal liability of any kind.
- 7. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
- 8. 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.
- 9. 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;
  - b. if the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased;
  - c. to any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law;

unless, in every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the policy.

### ECIAL 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 2. 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 authorised 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.

#### **GENERAL CONDITIONS**

- NOTICE: Every notice and communication to the Company required by this policy shall 1. be in writing and be addressed to the office of the Company through which this insurance is effected.
- 2. DUTY OF DISCLOSURE: This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or nondisclosure of any material fact.
- REASONABLE CARE: The Insured shall take all reasonable steps to safeguard the 3. property insured against accident, loss or damage.
- CLAIMS PROCEDURE: Upon the happening of any event giving rise or likely to give 4. rise to a claim under this policy the Insured shall
  - give immediate notice thereof in writing to the nearest office with a copy to the a. policy issuing office of the Company as well as lodge forthwith a complaint with
  - deliver to the Company, within 14 days of the date on which the event shall have b. 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
  - tender to the Company all reasonable information, assistance and proof in C. connection with any claim.
- INDEMNITY: The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the sum insured thereon.
- 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, 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. **CANCELLATION:** The Company may at any time, cancel this policy, by giving 7 days notice in writing by Regd. A/D. to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case Company shall retain premium for the period this policy has been in force at the Company's short period scales (Table given herebelow), 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.				

11. **ARBITRATION:** 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.

Annexure III

It is clearly agreed and understood that no difference or dispute 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.

- The Company agrees and undertakes to indemnify the Insured against any loss of or 12. damage to property or any part thereof suffered by the Insured not exceeding the sum insured stated against each item or total sum insured stated in the Schedule, as the case may be, under this policy provided the Company is bound and liable to indemnify the Insured in accordance with the terms and conditions of this policy only and only if the Insured makes a demand or claim on the Company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.
- OBSERVANCE OF TERMS AND CONDITIONS: The due observance and fulfilment of 13. 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.

A true copy:

Reliance General Insurance Company Limited



## Reliance General Insurance Company Limited

(Regd. Office: 3rd floor, Maker Chambers IV, Nariman Point, Mumbai - 400 021)

RGICL/MI-BHB Form 1

### BURGLARY AND HOUSEBREAKING INSURANCE

### Proposal Form

#### SCOPE OF COVER

The Policy provides cover against loss or damage by Burglary or Housebreaking (i.e. theft following an actual, forcible and violent entry of and/or exit from the premises) at offices, warehouses, shops, etc. and for

#### **EXCLUSIONS**

The Policy does not cover loss or damage arising from war and warlike operations, riot, strike, civil ommotion, terrorist activities, convulsions of nature and/or consequential loss, by use of keys to safe mless obtained by force or threat, caused by Insured's employee(s) or members of the family. However, on ayment of additional premium, cover can be extended to include riot, strike and terrorist damage.

HE FOREGOING IS ONLY A BROAD INDICATION OF THE COVER OFFERED. FOR DETAILS PLEASE

### NOTE: PLEASE ANSWER EVERY QUESTION FULLY

property proposed for insurance is not covered until the proposal is accepted and premium paid. To ain full indemnity it is necessary to insure for the full value of the property on the premises.)

Office C	•	and Property on the premises.)
a Office Code/Service Centre ( ker/Agent Name & code	Code	
O-11 Aguile & Code		
Oser's Details		Code
vser's Details		
Name of the Proposer		
di	1	
ddress of the Proposer		
- <b>- F 00cl</b>	Plot No/Door	Building name
	No.	- andrig Halfie
	Road	
	Area	
	City	
	State	Pincode
	Phone No.	
iness of the Proposer	E-mail Id	
incial in Proposer	3 3 3 3 3 3	
ncial interests	1.	
	1.	2.
	A True Copy	

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For RELIANCE GEMERAL MISURANCE COMPANY PROFES

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Location of risk to be covered	Plot	No/	Door			Βυ	iildin	g nai	me				
	No.			-		<u> </u>				<u> </u>			
	Road			-							···		
	Area							<del>,</del> .			····		
	City			<u> </u>				<del></del>	cod	e		1 1	
	Distric							Sta	te ¦				
	Phone			<u> </u>		1					ļ	<u> </u>	
	E-mail	Id					<b>,</b>			,			i
Period of Insurance	From	ii_					То						
<ul> <li>State whether office, warehouse or sl</li> <li>a. How long you have been a premises?</li> <li>b. Are you the sole occupant?</li> <li>c. If not, who are the other occupant</li> </ul>	n occupa	ant of	the										
· · · · · · · · · · · · · · · · · · ·	•											•	ļ
What materials are used for construct bricks, iron sheet, timber etc.  a) Walls - b) Roof - c) Floor -	ion? e.g.	. conc	rete										
<ul> <li>What protection is provided to:</li> <li>a) Doors?</li> <li>b) Windows?</li> <li>c) Skylights, ventilators, exhaust conditioners, trap doors?</li> <li>d) Any other openings?</li> <li>e) Mention any special precautions for safeguarding your property.</li> </ul>													
Are the premises occupied by you at a whom?	night? If	not, l	by		·						<del>-</del>		
<ul> <li>a) Will the premises be guarded by by how many and during what tin</li> <li>b) Will the premises at any time be le</li> <li>c) If so, how often and for how long?</li> </ul>	ne? ft un-occi			٠				٠					
ue all valuables secured in safe(s), outsi			-										-
a) Give (1) Manufacturer'(s) name. (2) Dimensions/specifications b) How many keys are there to the s whom are they kept? Can the safe a single key or by a combination keys?	s of safe. safe (s) ar (s) be ope	ned b	y										
re Stock and Sales books maintained? How frequently are these entered? How often is stock verified? Where are these books kept outside bus	iness hou	rs?			<u> </u>								
ve any premises occupied by you been ves?  If so give full particulars stating access was obtained and the extent of What precautions have been adoposuch a recurrence?	entered i	nto by											

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<ul> <li>14. Is the risk currently insured against burglary? If so,</li> <li>a) The name of Insurance Company</li> <li>b) Policy No.</li> <li>c) Period</li> <li>d) Sum Insured -</li> </ul>	
<ul> <li>15. Has any company in respect of your Burglary Insurance:</li> <li>a) declined your proposal?</li> <li>b) cancelled or refused to renew your policy?</li> <li>c) accepted your proposal on special terms and conditions?</li> </ul>	
6. Have you ever claimed upon any company for loss by Burglary or Housebreaking? If so, give details.	
7. Amount for which contents are currently insured against fire risks and if so, the name of the company.	:
8. Give full description of contents (i.e. the property to be insured) on the premises.	
19. Do you need cover against riot, strike and terrorist damage on payment of additional premium?	
10. Do you need cover against theft on payment of additional premium?	
1. Do you wish to avail cover on First Loss basis?	Yes/No
	% of sum insured.
If yes, please indicate the percentage of first loss limit.	
ote: In cases where bulk and heavier stocks are to be covered, wrance on full value need not be taken. Here, a first loss policy be taken whereby you are allowed to choose a certain ventage of the total stock as the first loss amount. The liability of Company in such cases will be limited to the first loss amount	
the total stock at risk on the date of loss, then condition of page shall apply and the Insured shall bear a rateable proportion the loss.	
Do you wish to avail cover on Declaration basis?	Yes/No
Please indicate whether you would like to declare the -  1) average of the highest value at risk on each day of the month or  2) highest value on any day of the month	
you wish to avail cover on Floater basis?	
please furnish the addresses of the locations over the stock will be floating. (You may attach a separate	

(Rs.)

#### 24. PROPERTY TO BE INSURED

(Give full details)

- a) Stock-in-Trade (as described in item 18 above).
- b) Goods held by the Proposer in trust or on commission for which he is responsible.
- c) Furniture, fixtures, fittings, utensils and appliances in trade.
- d) Coins and/or currency notes in burglar proof safe.
- e) Others (To be specified).

TOTAL Rs.

#### Declaration and undertaking by the Proposer

I/We hereby declare that the statements, answers and particulars made by me/us in this proposal form are correct, complete and true to the best of my/our knowledge and belief. It is hereby understood and agreed that the statements, answers and particulars provided hereinabove are the basis on which this insurance is being granted and that if, after the insurance is effected, it is found that any of the statements, answers or particulars are incorrect or untrue in any respect, the Company shall have no liability under this insurance.

I/We agree and undertake to convey to Reliance General Insurance Company Limited any additions/alterations carried out in the risk proposed for insurance after submission of this proposal form.

Date:

Place:

Signature of the Proposer.

#### **PROHIBTION OF REBATE:**

#### SECTION 41 OF INSURANCE ACT, 1938

operson shall allow or offer to allow either directly or indirectly as an inducement to any person take out or renew or continue an insurance in respect of any kind of risk relating to lives or operty in India, any rebate of the whole or part of the commission payable or any rebate of the mium shown on the policy, nor shall any person taking out or renewing or continuing a policy operation of the published of the Insurer.

y person making default in complying with the provisions of this section shall be punishable the fine, which may extend to Five Hundred Rupees.



## Reliance General Insurance Company Limited Registered Office: 3<sup>rd</sup> floor, Maker Chambers IV, Nariman Point, Mumbai – 400 021.

#### **BURGLARY & HOUSEBREAKING INSURANCE**

#### **SCHEDULE**

Area	rea Office Code:  Agent Code:					
Policy	No:	<u> </u>				
Date	Date of proposal & declaration:  Details of previous policy(in case of renew Previous policy No: Date of expiry:					
Name	e of the Insured:					
Addr	ess:					
Custo	omer ID No:	Occupation/Business:				
Perio	d of Insurance : From A.M./F	?.M. onto mid-night on				
PREM	AISES (description and situation of the : The premises shall not inclu communicating with the main b	de any yard, garden, open space o				
Occu	pied as :					
A	Property insured/full description of t	he property	Sum Insured (Rs)			
a)	On stock in trade i.e. the property of Insured pertaining to the business or occupation.					
b)	Goods held in trust or on commission for which Insured is responsible					
c)	Furniture, fixture or fittings, utensils and appliances in trade.					
d)	Coins and/or currency notes in locked safe.					
e)	Others (to be specified)					
	Total					

21



## Reliance General Insurance Company Limited Registered Office: 3<sup>rd</sup> floor, Maker Chambers IV, Nariman Point, Mumbai – 400 021.

<b>B</b> Addit	ional conditions, if any:-	
	Premium	Rs
Less:	Discount in lieu of agency commission, if applicable	Rs
	Net Premium	Rs
Add:	Service Tax @ 5%	Rs
	Total	Rs
In witn	ess whereof this policy has been signed at on the	day of 20
Prepare	d by : For and on behalf of Reliance General	Insurance Company Limited
Checke	d by :	
1	AUTHORIS	SED SIGNATORY

## Reliance General Insurance Co. Ltd.

Regd. Office: 3rd floor, Maker Chambers IV, Nariman Point, Mumbai – 400 021.

#### Rating Schedule for Burglary & Housebreaking

The following rating schedule is only a guide rate, which may be applied in respect of standard risks. However, the underwriter may use his skill and discretion to rate money policies according to the special characters of the risk.

Basic Rate (Rate band - to be applied depending upon classification of items)

#### 0.05 per cent to 0.25 per cent.

The classification will broadly be as under (not exhaustive):

Valuable goods like curios, watches, metals, liquors, motor vehicle parts, pens, radios, ready made garments, electronic gadgets, wrist watches etc.

Other general goods

Heavy/bulky goods like machinery

Furniture, fixture and fittings, utensils and other appliances of trade

- 1. Portable
- 2. Goods of general type

#### Cash/valuables

- 1. In locked deposit vaults/strong room of bank
- 2. Locked standard burglar resisting safes
- 3. Locked cash box in steel cupboard

#### Loading/extra for adverse features

Depending upon the adverse features, loading/extra will be applied which will range from 10 % to 50 % of the basic rate.

Some of the features attracting loading/extra are as follows:

- 1. Extension for Riot, Strike, Malicious and Terrorism Damage
- 2. Extension for theft cover
- 3. Buildings of poor construction
- 4. Risks in secluded area
- 5. Risks in unoccupied buildings
- 6. Risks in locality prone to burglary
- 7. Risks in open etc.

# Reliance General Insurance Co. Ltd.

Regd. Office: 3rd floor, Maker Chambers IV, Nariman Point, Mumbai – 400 021.

#### Discount for good features

Depending upon the good features, discount will be applied which will range from 10 % to 50 % of the basic rate.

Some of the good features are

- 1. 24 hour watch & ward
- 2. Burglary alarm systems and CC TV and
- 3. Past claims experience etc.
- Note 1: In the case of First Loss Polices, the premium rate as arrived at above will be charged on the first loss limit chosen by the Insured and a nominal rate of not less than 10% of the premium rate as arrived at above on the balance stock value (Total stock value less first loss limit chosen) will be charged.
  - 2: In case of declaration policies, the refund, if any, arrived at based upon declaration condition, shall not exceed 50 % of the provisional premium charged.
  - 3: In case of floater policies, 10 % loading on premium will be charged towards floater extension.

#### Short Period Scale:

Period on risk	Rate of premium to be charged		
Upto 1 month	25 % of annual rate		
Upto 3 months	50 % of annual rate		
Upto 6 months	75 % of annual rate		
Upto 9 months	85 % of annual rate		
Beyond 9 months	Full annual rate		

The above are the rates are guide rates. However, the actual rates to be charged depend upon the risk and hazard factors of individual cases (With reasons duly recorded therefor).

In any case, the rate will not be lower than 0.02 %.



### Reliance General Insurance Company Limited

Regd. Office: III Floor, Maker Chambers IV, Nariman Point, Mumbai - 400 021

RGICL/MI-BHB/Form 3

#### Burglary & Housebreaking

#### Claim Form

The issue of this form does not constitute admission of liability. Please return the form completed within Fourteen days of the loss together with the relevant vouchers, documents etc.

Polic	cy No		Claim No.					
		;	Date of registration	1				
Area	a Office	Code/Service Centre Code	· · · · · · · · · · · · · · · · · · ·					
Brok	cer/Age	ent Name & code			Code			
1		of the Insured						
<del></del>	Custon				-	···	•	
3.	Addres	s of the Insured	Plot No/Door		lding			
		•	No.	nam	ie	<u> </u>		
			Road					
			Area					•
			City		Pin c	ode		
			State			•		1
	•	•	Phone No.					
L.			E-mail Id	,				
		•						7
1 -	C+2	te address of the premises at				,		
<b>T</b> . a		ich the loss occurred.						
	WII	ich the loss occurred.			•			j
b		w was the said premises upied?						
3.	a. Da	ate and time of loss :						
	b. Wł	nen discovered and by whom?						
4.		ow was entry to/ exit from the emises effected?						
]	W	hich portion of the premises as affected by the entry or kit?						
	th	ive brief details of how exactly e loss occurred. (Specify verleaf the articles stolen and						

property, if any, damaged).	
5. a. Has a complaint been lodged with the police? If so, by whom and when and at which Police Station?	
Attach a copy of the Police Complaint.	
Note: If this is not done, this may be done immediately and a copy thereof be furnished to the Company.	
6. a. Were the premises occupied at the time of loss?	
b. If not, on what date and at what hour were they last occupied?	
c. For how long have the premises been unoccupied since the policy was effected or last renewed?	
7. Is anybody suspected of theft? If so, state full details.	
8. a. Is the insured the sole owner of the property lost or damaged	
b. Is the insured responsible for repairs to the premises.	
9. a. State the total value of property upon the premises at the time of loss.	
b. State the amount of fire insurance upon such property and name(s) of the Insurer (s).	•
10. Is there any other insurance against the present loss under any other policy?  If so, give full particulars.	

I/We hereby declare that the foregoing particulars are true and correct in every respect and that the articles and property described belong to the person/s named, no other person having any interest therein, whether as Owner, Mortgagee, Trustee or otherwise.

### Details of Articles Stolen, Property Damaged

Signature of Insured.