

## **BURGLARY INSURANCE POLICY WORDING**

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**BURGLARY INSURANCE POLICY**

**PREAMBLE**

In consideration of the Insured, named in the Schedule hereto, having made a proposal and declaration, which shall be the basis of this Policy, and having paid appropriate premium, as mentioned in the Schedule hereto, to Edelweiss General Insurance Company Limited (hereinafter called the “Company”), the Company agrees, subject always to the terms, conditions, limitations and exclusions contained herein or endorsed or otherwise expressed hereon, that if the Property Insured under the Schedule hereto or any part of such Property Insured be destroyed or damaged, whilst on the Premises, by any of the perils, specified hereunder, during the Period of Insurance, as specified in the Schedule hereto, or in any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the Policy, the Company shall pay to the Insured the value of the Property Insured at the time of the happening of its destruction or the amount of such damage or at its option, reinstate or replace such Property Insured or any part thereof.

For the Purpose of this Policy, the following words or terms shall have the meaning ascribed to them wherever they appear in this Policy and/ or related Add-on Covers, and references to the singular or to the masculine shall include references to the plural and to the feminine, wherever the context so permits:

**DEFINITIONS**

The Company, Insurer, EGICL, We, Us or Our	means Edelweiss General Insurance Company Limited
The Insured, You or Your	means the insured named in policy schedule
Accident	means sudden, unforeseen and involuntary event caused by external, visible and violent means
Burglary/ Housebreaking	means the unforeseen and unauthorized entry to or exit from the Premises by aggressive and detectable means with the intent to steal Contents therefrom
Business	means the business described in the Schedule to this Policy and no other
Business Hours	means the normal trading hours or whilst the Insured or their authorized employees are on the Premises for the purposes of Business
Claim	means a claim under an operative clause in respect of an insured event that has taken place
Computers	means electronic data processing equipment including software programs
Contents	<p>means the items belonging to the Insured or held in trust or on commission for which the Insured is responsible, described below:</p> <ol style="list-style-type: none"> <li>1) Furniture, furnishings, carpets, curtains and the like;</li> <li>2) Machinery and plant, tools, instruments and utensils of trade, unaffixed or portable equipment, office equipment, safes, strong rooms;</li> <li>3) Computers, all equipment connected to and operating from Computers, and all disks, tapes, cards or other materials used for storing data;</li> <li>4) Advertising material and display equipment;</li> <li>5) Where the Insured is a tenant on the Premises:               <ol style="list-style-type: none"> <li>a) Landlord’s fixtures and fittings for which the Insured is liable under the terms of a lease or similar agreement;</li> </ol> </li> </ol>

	<p>b) Fixtures and fittings, or materials and supplies intended for use in the construction of fixtures and fittings, installed or to be installed for the Insured's own use;</p> <p>but does not include the below mentioned items, unless specifically mentioned and accepted by Company:</p> <p>(i) Stock;</p> <p>(ii) Specified Items;</p> <p>(iii) Deeds, bonds, bills of exchange, promissory notes, bank notes, money or securities for money, ATM Cards, Credit Cards, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates or tickets;</p> <p>(iv) Vehicles or trailers (including their accessories) registered or licensed to travel on a public road, including mobile plant and equipment, cars, sedans, panel vans and trucks, while in the Property Insured (watercraft, aircraft, locomotives or rolling stock, including their accessories);</p> <p>(v) Gold or Silver articles, watches, jewellery, precious stones, medals, coins, stamp collections, coin collections, curiosities, sculptures, manuscripts, rare books or documents of any kind;</p> <p>(vi) Cost of Software ,Plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind</p>
Dacoity	Means dacoity, as defined under section 391 of the Indian Penal Code, 1860 and reads as "When five or more persons conjointly commit or attempt to commit a robbery, or where the whole number of persons conjointly committing or attempting to commit a robbery, and persons present and aiding such commission or attempt, amount to five or more, every person so committing, attempting or aiding, is said to commit dacoity".
Documents	means written or printed deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, designs, books of account, books, letters, certificates, documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, other negotiable instruments, book debts), all belonging to the Insured, or in its/ their custody, or for which the Insured is responsible or has assumed a responsibility to insure
Endorsement	means any written amendment to Your Policy, which We have made either by way of Your request or by a change in Your circumstances
Employees	means any person with whom the Insured has entered into a contract of service
Excess or deductible	means the sum shown in the Schedule to this Policy or an endorsement to this Policy (if any), which any loss or claim must exceed before the Company becomes liable under this Policy; and which sum the Company will not be liable to pay in respect of each claim. For each Individual Claim made under the policy ,excess will apply for each such individual occurrence
Hold Up	means forcible removal by actual or threatened violence against Insured and/or insured's family and/or Employee(s) of the Insured
Intrinsic Value	means reinstatement value of Property Insured or Contents less due allowance for betterment, wear and tear and/or depreciation

Limit of Indemnity	means the amount stated in the Schedule hereto, which shall be the Company's maximum liability under this Policy (regardless of the total number or amount of claims made) for any one claim or in the aggregate for all claims during the Period of Insurance for each category of contents specified in the Schedule and at all times subject to clause 5 below
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 on the date of loss excluding the cost of land.
Money	means cash, currency coins, bank and currency notes, cheques, postal order, current postage stamps, which are not part of a collection and luncheon voucher
Occupancy	means the activity carried out in the Property Insured stated in the Schedule and / or the purpose for which the same is used
Period of Insurance	means the period during which cover is provided by this Policy, as specified in the Schedule
Policy	means the Proposal, the Schedule, this Policy document and any endorsement attaching to or forming part thereof, either at inception or during the Period Of Insurance
Premises	means the buildings at the situation, including outbuildings (but excluding any garden, yard, open verandah or other fixed attachments) and fixed accessories thereof
Proposal	means any signed proposal, post filling up the questionnaires and declarations, written statements and any information, in addition thereto, supplied to the Company by the Insured or on Insured's behalf
Property Insured	means Contents, Specified Items, Stock and such other items specified in the Policy Schedule
Property Damage	means actual, sudden and accidental physical damage to the Property Insured, caused by the perils covered under the Policy
Reinstatement Value	means the cost which would be incurred to replace the Property Insured at the Premises with new items of similar kind and quality at any time during the Period of Insurance
Robbery	means the theft of Contents at the Premises using unforeseen, aggressive and violent means against the Insured and/or insured's family and/or Employee(s) of the Insured.
Safe	means <ul style="list-style-type: none"> <li>• a strong cabinet situated within the Premises and designed for safe and secure storage of Valuables, including Money, and</li> <li>• to which, access is restricted.</li> </ul> <p>But excludes cash boxes, irrespective of there being a provision of lock.</p>
Strongroom	means <ul style="list-style-type: none"> <li>• a room situated within the Premises and designed for secure storage of Money, and</li> <li>• to which, access is restricted.</li> </ul>

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 Property Insured, which are in force and the Period of Insurance against the Property Insured. Whenever, the Insured requests for any modification or 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
Situation /Risk Location	means the situation(s)/Risk Location (s) shown in the Schedule
Sum Insured	means the monetary amount shown against Property Insured
Specified Items	means property specifically described in the Schedule under Specified Items
Stock	<p>means the items belonging to the Insured or for which the Insured is responsible described below:</p> <ol style="list-style-type: none"> <li>1) Merchandise or materials of trade manufactured, unmanufactured or in the course of manufacture;</li> <li>2) Materials used in making and packing;</li> <li>3) Consignment stock;</li> <li>4) Goods held in trust or on commission;</li> <li>5) Pallets and containers;</li> <li>6) Consumable materials used in the operation of machinery;</li> </ol> <p>but does not include:</p> <ol style="list-style-type: none"> <li>1) Contents;</li> <li>2) Specified Items;</li> <li>3) Money</li> </ol>
Theft	means the misappropriation of Contents by any person with the intention of permanently depriving the Insured and/or insured's family and/or Employee(s) of the Insured of such contents and does not include larceny, pilferage and the like.
Valuables	Means gold or silver or any precious metals or articles made from any precious metals; watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles; deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

## A. Scope of Cover

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, endorsed or otherwise expressed hereon, to indemnify the Insured to the extent of the Sum Insured, as defined in the Schedule, for:

- a) The Property Insured or any part thereof that is lost, destroyed or damaged by Burglary or Housebreaking or Robbery or Dacoity or Hold-up; and

- b) Damage caused to the Premises, resulting from Burglary or Housebreaking or Robbery or Dacoity or Hold-up attempt therein at any time during the Period of Insurance, subject to 10% of the Sum Insured for all Risk Locations.

Provided always that the liability of the Company shall in no case exceed the Sum Insured, stated against each item of Property Insured or total Sum Insured, as stated in the Schedule hereto.

## B. Additional Benefits Automatically Provided Under This Policy:-

### 1. Injury during Burglary and/or Housebreaking

It is hereby agreed and declared that this Policy shall also cover injuries suffered by the Insured due to an incident of burglary or housebreaking (an actual forcible and violent entry to or exit from the Premises by the person or persons committing theft) and such injury is the sole cause of :

#### 1.1 Death

We will pay the Sum Insured if the Insured and/or insured's family and/or Employee(s) of the Insured dies solely and directly due to an incident of burglary or housebreaking which occurs during the Period of Insurance, provided that the death occurs within 12 months from the date of that incident.

#### 1.2 Permanent Total Disablement (PTD)

We will pay the Sum Insured if the Insured and/or insured's family and/or Employee(s) of the Insured. suffers Permanent Total Disablement, of the nature specified below, solely and directly due to an accident which occurs during the Period of Insurance, provided that the Permanent Total Disablement occurs within 12 months from the date of that accident:

- a) Loss of sight of both eyes or physical separation/ loss or loss of use of two entire hands or two entire feet or loss of one entire hand and loss of one entire foot or loss of sight of one eye and such physical separation/ loss of use of one entire hand or one entire foot;
- b) Physical separation/ loss of use of two hands or two feet or of one hand and one foot or loss of sight of one eye and loss of use of one hand or one foot;
- c) If such injury shall, as a direct consequence thereof, permanently, and totally, disable the Insured and/or insured's family and/or Employee(s) of the Insured from engaging in any employment or occupation of any description whatsoever.

**The Company will, in respect of such death / Permanent Total disability (Point no 1.1 and Point no 1.2) , pay to (i) the Insured or his or her legal representative, an amount of INR 1,000,000/- or Sum Insured, whichever is lower, in respect of any one person and (ii) INR 1,000,000/- in the aggregate or Sum insured, whichever is lower, for any one insured event.**

However, no amount will be payable in respect of:

- a) Death, attributable to, or consequent upon, or accelerated by; or
- b) Disablement, aggravated by, attributable to, or consequent upon

Any pre-existing physical defect or injury.

In case of insured being an entity, the owners, partners, proprietors or directors of Insured entity shall be covered.

### 2. Clothing and Personal Effects

It is hereby agreed and declared that this Policy cover loss of clothing and personal effects (excluding money), not otherwise insured, belonging to the owners, partners, proprietors or directors of Insured's business, due to an insured event upto an

amount not exceeding INR 50,000/- in respect of any one event and in aggregate of all occurrences during the Period of Insurance.

### 3. Money

It is hereby agreed and declared that this Policy covers loss of money stolen from a securely locked safe or strong room on Insured Premises arising out of an insured peril up to an amount not exceeding 50,000/- in respect of any one event.

For the purposes of this clause, Money means currency coins, bank notes, currency notes, cheques, credit card sales vouchers, negotiable securities, postal orders, money orders, and unused postage stamps that are not part of a collection. Further, for the purposes of this clause, Money stolen from a Securely Locked Safe or Strong room means Money in a securely locked safe or securely locked strong room on the Premises, provided that the key and details of the combination are removed from the premises whilst closed for business.

### 4. Damage to Safe and/or Strong Room

If the Sum Insured under this Policy has not been exhausted, the Policy will indemnify up to the balance of the Sum Insured but not more than Rs. 100,000 in respect of any one event, for damage (other than breakage of glass) to the premises due to due to an Insured peril. In the event of such damage, the Company will:

- (a) at its option, pay for or repair or make good the damage for which Insured are responsible;
- (b) Indemnify the Insured in respect of the cost of temporary protection reasonably necessary for the safety and protection of the property insured, pending repair of the damaged premises.

### 5. Seasonal Increase or Festive Increase

The Sum Insured for Stock is increased by ten percent (10%) or INR 1,000,000, whichever is lesser, during the belowmentioned Season/ Festival,

1. New Year: which shall be calculated as being from 30 days immediately prior to New Year (i.e 1<sup>st</sup> January) and 10 days immediately thereafter; and
2. Diwali: 30 days immediately prior to notified date of Diwali and 10 days immediately thereafter, as may be claimed for by the Insured.

Provided that this Extension of Cover will not extend beyond the Period of Insurance, as shown in the Schedule.

### 6. Bank and Public Holiday Extension

The Sum Insured under the Policy shall stand automatically increased by 10% or INR 1,000,000, whichever is lesser, on days that are gazette public holidays or bank holidays. This increase in the Sum Insured shall apply until closure of banking hours on the next business day following such gazette public holiday or bank holiday.

Provided that this Extension of Cover will not extend beyond the Period of Insurance, as shown in the Schedule.

## Deductible:-

As has been specified 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 by or arising from Nuclear weapons material
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 be in effect and shall be rendered null & void:-**

- 1) If the Premises shall have been left uninhabited through day and night for a consecutive stretch of fourteen or more days and nights.
- 2) If the Insured shall cause (i) any material alteration to be made in the Premises and/or (ii) anything to be done whereby the risk is increased and/or (iii) change or relax any of the safeguards for securing the Premises.
- 3) For any Property Insured, which shall be removed from the Premises, during the Period of Insurance, in which it is stated to be safe, as per the Schedule hereto, in so far as is expressly provided for in the Policy or these conditions.
- 4) For any Property Insured, in which the insurable interest has passed on from the Insured, otherwise than by will or operation of law, unless, in every case, consent of the Company, towards continuance of the coverage, is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

**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 change or alteration shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by a written endorsement signed and stamped by 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. On renewal, the policy could be subject to certain changes in terms and conditions including change in premium rate.

**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, mis-description 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 Coins and Currency Notes on Actual Basis, 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. Average :**

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.

**6. 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 ratable proportion of any loss or damage.

**7. 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.

**8. 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.

**9. Cancellation :-**

This Insurance may be terminated at any time at the request of the Insured, in which case the company will retain the premium at customary short period rate for the time policy has been in force. This insurance may also at any time be terminated at the option of the company on the grounds of mis- representation, fraud, non- disclosure of material facts or non- cooperation on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation

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

**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

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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 authorized persons and no details of the same are left in the insured premises.
- 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.

**15. 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.

#### **16. Claims Procedure:**

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.

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.

#### **17. 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.

#### **18. 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 shall be valid unless made in writing and signed by the Company.

## GRIEVANCE MECHANISM:

In case of any Grievance of the Complainant sent in a written communication to the Company at any of the touch points as mentioned, shall be addressed within T+14 days of the receipt of the complaint.

Please find the below escalation matrix:

### Step1

Call us at: 180012000

Email us at: [support@edelweissinsurance.com](mailto:support@edelweissinsurance.com)

### Step2

If you do not receive any resolution to your complaint within T+14 or if the response is not as per your expectations please feel free to contact our Grievance Redressal Officer

Email: [grievanceofficer@edelweissinsurance.com](mailto:grievanceofficer@edelweissinsurance.com)

### Step3

If you are not satisfied with the response of the GRO, you may write to the Chief Grievance Redressal Officer at or send a communication to:

Email - [Chiefgrievanceofficer@edelweissinsurance.com](mailto:Chiefgrievanceofficer@edelweissinsurance.com)

Address: Edelweiss General Insurance Company Limited, Edelweiss House, Off CST Road, Kalina, Mumbai 400098

### Step 4

If you are not satisfied with the response or do not receive a response from us within 14 days, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India ('IRDAI') on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255

Email ID: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)

Register online at: <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

Sy. No. 115/1, Financial District

Nanakramguda, Gachibowli

Hyderabad – 500032

### Step 5

If the complaint/grievance has still not been resolved You may approach the office of the Insurance Ombudsman established by the Central Government of India as per Rule 12 (1) and Rule 13 of the Redressal of Public Grievances Rules, 1998 ('RPG Rules').

Powers of the Insurance Ombudsman under Rule 12(1) of RPG Rules:

The Insurance Ombudsman may receive and consider the following complaints:

- Complaints under Rule 13 (as mentioned below);
- Any partial or total repudiation of claims by an insurer;
- Any dispute in regard to premium paid or payable in terms of the policy;
- Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- Delay in settlement of claims;
- Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 13 of RPG Rules:-

- Any person who has a grievance against the Company/Us, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
- The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.
- No complaint to the Ombudsman shall lie unless:
- the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;
- the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
- The complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.

Mentioned below are contact details of Ombudsman

CONTACT DETAILS	JURISDICTION
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139 Fax:- 079-27546142 Email:- <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
<b>BENGALURU</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>	Karnataka.
<b>BHOPAL</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:- <a href="mailto:bimalokpalbhopal@gbic.co.in">bimalokpalbhopal@gbic.co.in</a>	States of Madhya Pradesh and Chattisgarh.
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009.	State of Orissa.



<p>Tel.:- 0674-2596461 / 2596455          Fax:- 0674-2596429          Email:- <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a></p>	
<p><b>CHANDIGARH</b>          Office of the Insurance Ombudsman,          S.C.O. No. 101, 102 &amp; 103, 2nd          Floor,          Batra Building, Sector 17 – D,          Chandigarh – 160 017.          Tel.:- 0172-2706196/5861 / 2706468          Fax:- 0172-2708274          Email:- <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a></p>	<p>States of Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir and Union territory of Chandigarh.</p>
<p><b>CHENNAI</b>          Office of the Insurance Ombudsman,          Fatima Akhtar Court,          4th Floor, 453 (old 312), Anna Salai,          Teynampet,          CHENNAI – 600 018.          Tel.:- 044-24333668 / 24335284          Fax:- 044-24333664          Email:- <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a></p>	<p>State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).</p>
<p><b>DELHI</b>          Office of the Insurance Ombudsman,          2/2 A, Universal Insurance Building,          Asaf Ali Road,          New Delhi – 110 002.          Tel.:- 011-23239611/7539/7532          Fax:- 011-23230858          Email:- <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a></p>	<p>State of Delhi</p>
<p><b>ERNAKULAM</b>          Office of the Insurance Ombudsman,          2nd floor, Pulinat Building,          Opp. Cochin Shipyard,          M.G. Road,          Ernakulum - 682 015.          Tel.:- 0484-2358759/2359338          Fax:- 0484-2359336          Email:- <a href="mailto:bimalokpal.ernakulum@gbic.co.in">bimalokpal.ernakulum@gbic.co.in</a></p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry</p>
<p><b>GUWAHATI</b>          Office of the Insurance Ombudsman,          'Jeevan Nivesh', 5th Floor,          Nr. Panbazar over bridge, S.S. Road,          Guwahati – 781001(ASSAM).          Tel.:- 0361- 2132204 / 2132205          Fax:- 0361-2732937          Email:- <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a></p>	<p>States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p><b>HYDERABAD</b>          Office of the Insurance Ombudsman,          6-2-46, 1st floor, "Moin Court"          Lane Opp. Saleem Function Palace,          A. C. Guards, Lakdi-Ka-Pool,          Hyderabad - 500 004.          Tel.:- 040-65504123/23312122          Fax:- 040-23376599          Email:- <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a></p>	<p>States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry.</p>
<p><b>JAIPUR</b>          Office of the Insurance Ombudsman,          Jeevan Nidhi-II Bldg.,          Ground Floor,          Bhawani Singh Marg,          Jaipur - 302005.          Tel.:- 0141-2740363          Email:- <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a></p>	<p>State of Rajasthan.</p>
<p><b>KOLKATA</b>          Office of the Insurance Ombudsman,          Hindustan Building Annexe,</p>	<p>States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.</p>

<p>4th floor, 4, CR Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340 Fax:- 033-22124341 Email:- <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a></p>	
<p><b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331 Fax:- 0522-2231310. Email:- <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a></p>	<p>District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.</p>
<p><b>MUMBAIs</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/889 Fax:- 022-26106052 Email:- <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a></p>	<p>States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Email:- <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a></p>	<p>States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email:- <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a></p>	<p>States of Bihar and Jharkhand.</p>
<p><b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320 Email:- <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a></p>	<p>States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>