

BURGLARY AND HOUSEBREAKING INSURANCE POLICY

PREAMBLE

WHEREAS the Insured named in the Schedule hereto 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 LTD (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

OPERATIVE CLAUSE

The Company hereby agrees subject to terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon to indemnify the Insured against any loss of or damage to the:

- (a) property insured or any part thereof whilst contained in the premises described in the Schedule hereto due to Burglary and/or House-breaking (following upon an actual forcible and violent entry to and/or exit from the premises) or Hold-up,
- (b) building and/or appurtenances thereto resulting from such Burglary and/or Housebreaking or any attempt thereat,

occurring at any time during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

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

EXCLUSIONS

The Company shall not be liable in respect of:

- (i) Gold or silver articles, watches, jewellery or precious stones, medals, coins, curios, sculptures, manuscripts, rare books, plans, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, stamps, collections of stamps, business books or papers.
- (ii) Loss occasioned by theft not involving actual forcible and violent entry of and/or exit from the premises or in respect of mysterious disappearance, unexplained loss, loss or shortage disclosed on taking inventory.
- (iii) Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully on the premises in the course of the business is involved in the actual theft or damage to any of the articles or premises or where such loss or damage has been expedited or any way assisted or brought about by any such person or persons.
- (iv) Loss or damage which is recoverable under any property insurance policy.
- (v)
 - (a) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot or strike and malicious damage,
 - (b) Loss or damage directly or indirectly caused by earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.

- (c) Loss or damage whether directly or indirectly arising from war, warlike operations, act of foreign enemy, hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

In any action, suit or other proceedings where the Company alleges that by reason of the above provisions 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.

- (vi) (a) Any loss or damage to any other 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 radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or by 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.
- (vii) Consequential loss or legal liability of any kind.
- (viii) Loss of money and / or other property abstracted from any safe on the insured premises following the use of the key or a duplicate thereof / access code to the said safe belonging to the Insured, unless such key / duplicate thereof / access code has been obtained by assault or violence or any threat thereof.
- (ix) Property kept in any yard, garden, open spaces or out-house not communicating with the main building unless specifically agreed to by the Company and incorporated in the Policy.
- (x) The excess stated in the Schedule to the Policy and subsequent endorsements.

DEFINITIONS

For the purposes of this Policy, the following terms shall have the meaning set forth hereunder:

“Burglary” or “Housebreaking” means any loss due to theft, destruction or damage to property insured following upon actual forcible and violent entry of and/or exit from the premises.

“Business Hours” or “Office Hours” means the normal trading hours or whilst the Insured or their authorised employees are on the premises for the purpose of the business.

“Hold-up” means when the Insured or its personnel is/are threatened by any weapon and there exists a possibility of actual physical threat to the person of the Insured or its personnel.

SPECIAL CONDITIONS

- 1) **Reinstatement of Sum Insured:** Immediately upon the happening of any loss or damage as described in the Policy, the total Sum Insured and the Sums Insured upon the various items of the property insured which have been lost or damaged, shall be reduced by the amount of such loss or damage and such reduced Sums Insured shall be the limit of the Company's liability during the current Period of Insurance unless the Company consents, upon payment of additional premium, to reinstate the full Sum Insured.

- 2) **Maintenance of books and 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 said safe or strong room, and produced as documentary 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 authorized 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

- 1) **Notice:** Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company through which this Policy is obtained.
- 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, misdescription 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 reasonable steps to safeguard the Property Insured against accident, loss or damage that may give rise to a claim under the Policy.
- 4) This Policy shall cease to attach:
 - a) if the insured premises shall have been left uninhabited by day and night for seven or more consecutive days and nights, while the said premises are left uninhabited,
 - b) if the Insured shall cause or suffer any material alteration to be made in the insured 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 is obtained and signified on the Policy.
- 5) **Claims procedure:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:
 - a) The Insured shall give immediate notice thereof in writing to the nearest office of the Company, with a copy to the Policy-issuing office of the Company as well as lodge forthwith a complaint with the Police.
 - b) The Insured shall deliver to the Company, within 14 days of 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, respectively.
 - c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- 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 any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 8) **Subrogation:** The insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their 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 a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.
- 10) **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 the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, 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.
- 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 to 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 difference or dispute shall be referable to arbitration as hereinbefore 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 hereunder 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.

- 12) **Observance of terms and conditions:** The due observance and fulfilment of the terms and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

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)
- ☐ Emails – 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 Our Principal Grievance Officer 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

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

(As on 1.1.2015)

| Office Details | Jurisdiction of Office (Union Territory, District) | Date Of Taking Charge |
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| AHMEDABAD - Shri. / Smt. Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079-27545441/27546840 Fax : 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in | Gujarat, Dadra & Nagar Haveli, Daman and Diu. | |
| BENGALURU - Shri. M. Parshad Office of the Insurance Ombudsman, Jeevan Soudha Building, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 025. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in | Karnataka. | 14-08-2014 |
| BHOPAL - Shri. R K Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in | Madhya Pradesh Chattisgarh. | 27-05-2013 |
| BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in | Orissa. | 22-07-2014 |
| CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172-2706468/2772101 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in | Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh. | 21-09-2012 |
| CHENNAI - Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in | Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry). | 09-05-2013 |
| DELHI - Smt. Sandhya Baliga Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23234057/23232037 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in | Delhi. | 15-07-2014 |
| GUWAHATI - Sh. / Smt. 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: bimalokpal.guwahati@gbic.co.in | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura. | |
| HYDERABAD - Shri. G. Rajeswara Rao 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: bimalokpal.hyderabad@gbic.co.in | Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry. | 15-05-2013 |
| JAIPUR - Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. | Rajasthan. | 10-10-2014 |

| Office Details | Jurisdiction of Office (Union Territory, District) | Date Of Taking Charge |
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| Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@gbic.co.in | | |
| ERNAKULAM - Shri. P. K. Vijayakumar Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in | Kerala, Lakshadweep, Mahe-a part of Pondicherry. | 14-07-2014 |
| KOLKATA - Shri. K. B. Saha Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel No: 033-22124339/22124346 Fax: 22124341 Email: bimalokpal.kolkata@gbic.co.in | West Bengal, Sikkim, Andaman & Nicobar Islands. | 30-07-2014 |
| LUCKNOW - Shri. N. P. Bhagat 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: bimalokpal.lucknow@gbic.co.in | Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. | 04-08-2014 |
| MUMBAI - Shri. A. K. Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane. | 16-05-2013 |
| NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in | State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. | |
| PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, | Bihar, Jharkhand. | |

HDFC ERGO General Insurance



| Office Details | Jurisdiction of Office (Union Territory, District) | Date Of Taking Charge |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------|
| Patna 800 006. Tel No: 0612-2680952 Email: bimalokpal.patna@gbic.co.in | | |
| PUNE - Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in | Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. | 10-09-2014 |

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