SURAKSHA AUR BHAROSA DONO

BURGLARY INSURANCE POLICY

POLICY WORDING

RECITAL CLAUSE

Whereas the Insured described in the Schedule hereto has applied to SBI General Insurance Company Limited (hereinafter called the 'Company') by a proposal and declaration which is declared to be the basis of this contract and which is deemed to be incorporated herein and has paid the premium stated in the Schedule hereto as consideration for the indemnity hereinafter contained for the Period of Insurance stated in the Schedule hereto.

OPERATIVE CLAUSE

The Company agrees that if at any time during the said period or during any other period for which the Company may accept payment for the renewal of this Policy:-

a) The property described in the Schedule hereto or any part thereof shall be lost destroyed or damaged by Burglary or Housebreaking (theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft) or Hold-up;

b) Any damage to the premises described in the Schedule hereto following upon or occasioned by an actual forcible and violent entry to or exit from the premises or any attempt thereat by the person or persons committing or attempting to commit such theft then the Company will subject to the terms exceptions and conditions contained herein or endorsed hereon pay or make good to the Insured such loss to the extent of the intrinsic value of the property so lost or such damage to the amount so sustained. Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total Sum Insured hereby.

DEFINITIONS

In this Policy:

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 the business.

Claim means a claim under an Operative clause in respect of an insured event that has taken place.

"Complaint" or "Grievance" means written expression (includes communication in the form of electronic mail or other electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale of an insurance policy or related services by insurer and /or by distribution channel.

Computers mean electronic data processing equipment including software programs.

Contents mean the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below:

1. furniture, furnishings, carpets, curtains and the likeA
2. machinery and plant, tools, instruments and utensils of trade, unaffixed or portable equipment, office equipment, safes, strong rooms;
3. computers, all equipment connected to and operating from Computers, and all disks, tapes, cards or other materials used for storing data;
4. advertising material and display equipment;
5. where the Insured is a tenant of leased or rented premises:
   (a) landlord's fixtures and fittings for which the Insured is liable under the terms of a lease or similar agreement;
   (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;
6. but does not mean:
   - Stock;
   - Specified Items;
   - Deeds, bonds, bills of exchange, promissory notes, money or securities for money, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps,
   - 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 insured premises;
   - Watercraft, aircraft, locomotives or rolling stock, including their accessories.
   - Gold or Silver articles, watches, jewellery, precious stones, medals, coins, stamp collections, coin collections, curiosities, sculptures, manuscripts, rare books or documents of any kind.
   - Plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind

1. "Distribution Channels" include insurance agents and intermediaries or insurance intermediaries and any persons or entities authorised by the Authority to involve in sale and service of insurance policies
2. Documents mean 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 their custody, or for which the Insured is legally responsible or have assumed a responsibility to insure.
3. Employee means any person with whom the Insured has entered into a contract of service
4. 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 will be liable under this Policy and which the Company will not be liable to pay in respect of each claim. Where a claim is made in respect of more than one occurrence, the excess will apply as though a claim was made for each individual occurrence.
5. Housebreaking means the unforeseen and unauthorised entry to or exit from the insured premises by aggressive and detectable means with the intent to steal contents therefrom
6. Limit of Indemnity means the amount stated in the Schedule to this Policy, which shall be the Company's maximum liability under this Policy (regardless of the number of the total number or amount of claims made) for any one claim or in the aggregate for all claims during the Policy Period for each category of contents specified in the Schedule and at all times subject to Special Condition 5 below
7. "Mis-selling" means sale or solicitation of policies by the insurer or through distribution channels, directly or indirectly by
   a. exercising undue influence, use of dominance position or

otherwise; or

b. making a false or misleading statement or misrepresenting the facts or benefits, or

c. concealing or omitting facts, features, benefits with respect to products, or

d. not taking reasonable care to ensure suitability of the policy to the policyholders.

8. Period of Insurance means the period of Insurance shown in the Schedule to this Policy.
9. Policy means the Proposal, the Schedule, this Policy document, and any endorsement attaching to or forming part thereof, either at inception or during the Policy period
10. Premises mean the buildings at the situation including outbuildings but excluding any garden, yard, open verandah, or other fixed attachments and fixed accessories thereof.
11. Property Insured means contents, specified Items, stock.
12. "Proposal form" means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.

Explanation:

i) "Material Information" for the purpose of these regulations shall mean all important, essential and relevant information and documents explicitly sought by insurer in the proposal form.

ii) The requirements of "disclosure of material information" regarding a proposal or policy, apply both to the insurer and the prospect, under these regulations.

13. **"Salvage"** The amount that is assessed which the damaged asset will fetch in the open market.This amount is deducted from the claim amount.
14. **Schedule** means the schedule to this Policy.
15. **Situation** means the situation(s) shown in the Schedule.
16. **"Solicitation"** means the act of approaching a prospect or a policyholder by an insurer or by a distribution channel with a view to persuade the prospect or a policyholder to purchase or to renew an insurance policy.
17. **Specified Items** mean property specifically described in the Schedule under specified Items.
18. **Stock** means the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below,
    1. merchandise or materials of trade manufactured, unmanufactured or in the course of manufacture;
    2. materials used in making and packing;
    3. consignment stock;
    4. goods held in trust or on commission;
    5. pallets and containers;
    6. consumable materials used in the operation of machinery;

but does not include:

1. Contents.
2. Specified items
3. Money

19. **"Unfair trade practice"** shall have the meaning ascribed to such term in the Consumer Protection Act, 2019, as amended from time to time.

Additional Benefits automatically provided by this Policy

1. Injury During Burglary and/or Housebreaking

It is hereby declared and agreed that this policy extends to cover an injury suffered by the Insured due to an incident of burglary or housebreaking (theft following upon an actual forcible and violent entry to or exit from the premises by the person or persons committing such theft) and such injury is the sole cause of:

1. Death;
2. Total and permanent loss of sight in one or both eyes;
3. Total and permanent loss of one or both hands or feet;

occurring within twelve (12) months of the Insured sustaining the injury. The Company will, in respect of such injury, pay to the Insured or his or her legal representative, an amount of Rs. 50,000/- in respect of any one person and Rs. 1,00,000/- in the aggregate, for any one event.

However, no amount will be payable in respect of:

1. death, attributable to, or consequent upon, or accelerated by; or
2. disablement, aggravated by, attributable to, or consequent upon;

any pre-existing physical defect, illness or disease or injury.

2. Clothing and Personal Effects

This policy extends to 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 Peril up to an amount not exceeding Rs. 5000/- in respect of any one event and in aggregate of all occurrences during the period of isurance.

3. Damage to Safe and/or Strongroom

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. 50,000 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 legally 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.

When the Sum Insured is exhausted the Company will pay up to Rs. 10,000 over and above the Sum Insured in respect of this Additional Benefit 3.

4. Money

This Policy extends to cover loss of money stolen from a securely locked safe or strongroom on Insured Premises arising out of an insured peril up to an amount not exceeding Rs. 5000/- in respect of any one event.

For the purposes of this clause, Money means current coin, 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 Strongroom means Money in a securely locked safe or securely locked strongroom on the Premises, provided that the key and details of the combination are

removed from the premises whilst closed for business.

Exclusions

This Policy does not cover the following unless specially mentioned in the Schedule and expressly insured by the Policy

a) Loss or damage by fire or explosion however caused

b) 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.

c) Loss or damage caused by wear and tear or gradual deterioration.

d) Loss or damage occasioned by loot, sack, spillage or pilferage.

e) 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.

f) Loss or damage to property from yards, gardens, open spaces unless the property contained within such spaces is specifically insured by the Policy.

g) Consequential loss or damage or legal liability of any kind.

h) Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by or which either in origin or extent directly or indirectly, proximately or remotely, 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 & strike, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, martial law or state of siege or any of the events or cause 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 or 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.

i) 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, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

This also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

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.

j) Loss or damage 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 or from the combustion of nuclear fuel nor any consequential loss and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission directly or indirectly caused by or contribution to by or arising from nuclear weapons material.

k) Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

l) For 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)

m) This Policy shall cease to attach:-

1. If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights while the premises shall have been left uninhabited.
2. 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; change or relax any of the safeguards for securing the premises.
3. To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for in the Policy or these conditions.
4. To any property the interest of the Insured 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 by a memorandum made on the Policy by or on behalf of the Company.

Conditions

1. Notices and alterations to the Policy

All notices and communications in relation to this Policy are to be sent to the Company in writing. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the Company or by an agent acting under Power of Attorney from the Company.

2. Claim Notification and Proof of Loss

On the happening of any loss or damage the Insured shall forthwith give notice thereof in writing to the Police and also to the Company detailing the circumstances of the case and shall within seven days after such loss or damage shall have come to the Insured's knowledge and at the Insured's own expense deliver to the Company a claim in writing and containing as particular an account as may be reasonably practicable of all the property lost or damaged and of the amount of the loss or damage in respect thereof respectively having regard to its value at the time of the loss or damage and also of the damage (if any)

to the premises.

The Insured shall also produce and give to the Company when where and to whom and in a manner required by the Company and at the Insured's own expense all such books of account, vouchers, invoices, documents, proofs and information as may be reasonably required and the Insured shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the loss or damage claimed for has actually arisen from one of the causes insured against and that the property in respect of which a claim is made is not merely mislaid or missing.

3. Fraudulent Claims

The Company shall not be liable to make any payment under this Policy in respect of any if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person on behalf of the Insured nor if the insurance has been continued in consequence of any material mis-statement or the non-disclosure of any material information by or on behalf of the Insured.

4. 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.

5. Underinsurance

If the property hereby insured shall at the time of happening of any loss destruction or damage be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.

6. 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.

7. Contribution

If at the time of any loss or damage there shall be any other subsisting insurance against such loss or damage the Company shall not be liable for more than its rateable proportion of such loss or damage.

8. Subrogation

The Insured and any claimant under this Policy 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 reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from the parties to which the Company shall be or would become entitled or subrogated upon the 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. Cancellation and Termination of Policy

The Company shall not be bound to accept any renewal premium nor to give notice that such is due and the Company may at any time by notice to the Insured cancel the Policy as after 15 days after the date when the Insured shall receive such notice in the ordinary course of post subject and without prejudice to any rights or claims either of the Company or the Insured arising under the Policy prior to that date and the Insured shall be entitled to a return of any premium paid by him after deducting a proportionate part thereof for the part of the year during which the Policy has been in force.

10. 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.

11. Adequate Protection

It is further 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.

12. Damage Entry Warranty

Further warranted that there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.

13. 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 and 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 authorised persons and no details of the same are left on.

14. 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.

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 licence 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. Reinstatement after settlement of a claim

All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be accounted in diminution of the total Sum Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the total Sum Insured. In the event of the property lost, destroyed or damaged being replaced by other property, the Company will at the Insured's request extend this insurance by endorsement to include such property upon payment of the appropriate pro-rata additional premium. Such reinstatement will be automatic only once during any one period of insurance.

17. Terms of the Policy

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.

17. Arbitration

"The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

GRIEVANCE REDRESSAL MECHANISM

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

Stage 1

If you wish to register your grievances directly with us, you may write to us at head.customercare@sbigeneral.in or gro@sbigeneral.in or call our toll free number- 1800 102 1111. After examining the matter, final response would be conveyed within a period of 14 days from the date of receipt of your complaint. In our initial acknowledgement of receipt letter, we will provide the name and title of the person who is handling your Grievance. This person will have the authority necessary to investigate and resolve the Grievance.

Details of our Grievance Redressal Officer is mentioned on our website at

https://www.sbigeneral.in/grievance-redressal

Note: The Company shall endeavour to maintain the regulatory TAT of 14 days in resolving your grievances.

Alternatively, you may Register your grievance with the regulator through Bima Bharosa which is a grievance redressal platform provided by the Insurance Regulatory and Development Authority of India (IRDAI). You may access the Bima Bharosa Portal using the following link: https://bimabharosa.irdai.gov.in/Home/Home

Stage 2: Escalation to Insurance Ombudsman

If you feel that the response to your Grievance was unsatisfactory, or if you believe your concerns have not been adequately addressed by the company, you may escalate the matter to the Insurance Ombudsman.

Submit your Grievance online:

https://www.cioins.co.in/Ombudsman