



## **BURGLARY INSURANCE**

Please read this Policy carefully and see that it meets your requirements.

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

The Insured and the Company agree

1. The proposal shall be incorporated in and be the basis of the contract.
2. The Insured will pay the Premium.
3. The Company will subject to the terms of this Policy provide the Insurance.
4. The following shall be conditions precedent to any liability of the Company.
  - a) Observance of the terms of this Policy relating to anything to be done or complied with by the Insured.
  - b) The truth of the Proposal.

### **Interpretations**

For the purposes of this Policy

- 1 Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- 2 Burglary shall mean an actual theft or an attempt thereat
  - a) accompanied by an actual forcible and violent entry into or exit from any Building at the Premises or
  - b) following assault or violence to any person or threat thereof.
- 3 Building shall mean
  - a) any building other than an outbuilding or
  - b) that part of any building other than an outbuilding occupied exclusively by the Insured for the purposes of the Business.
- 4 Money shall mean cash, bank notes, currency notes, cheques, postal and money orders, bills of exchange, giro cheques and drafts, treasury or promissory notes, credit company sales vouchers, luncheon vouchers, gift tokens, trading stamps, postage stamps and stamps of any other kind.

### **Insurance**

The Company will by payment (or at its option by repair reinstatement or replacement) indemnify the Insured in respect of loss of or damage to any part of the Property while within the Premises as the direct result of Burglary happening during any Period of Insurance but not exceeding in any Period of Insurance so far as each item is concerned the Sum Insured or in all the Total Sum Insured. Provided such damage is not otherwise insured the Company will in addition by payment (or at its option by repair reinstatement or replacement) indemnify the Insured in respect of damage for which the Insured shall be liable caused to any Building at the Premises resulting directly from Burglary happening during any Period of Insurance

### **Exceptions**

A. The Company shall not be liable in respect of

- 1 loss or damage
  - a) of or to



- i) Money or securities unless specifically insured.
  - ii) gold, silver articles, watches, jewellery, precious stones, medals, coins, curios, sculptures, rare books, plans, moulds, designs, deeds, bonds, business books or papers unless specifically insured.
  - iii) any part of the Property while in the open or in any outbuilding, unless specified in the Schedule or by endorsement.
  - iv) computer systems records.
- b) expedited or in any way brought about by the Insured or any member of the Insured's family household or any employee of the Insured or by any person lawfully on the premises.
- c) by or consequent upon fire or explosion.
- 2 consequential loss or damage of any kind or description
- 3 loss or damage which is recoverable under Fire or Plate glass insurance policy or any other policy
- 4 Loss of Money and/or Property abstracted from any 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.
- 5 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss 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. For the purpose of this Exception only combustion shall include any self-sustaining process of nuclear fission.
- 6 any loss destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 7 any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, civil commotion, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.
- 8 loss or damage directly or indirectly, proximately or remotely occasioned by or which arises of or in connection with riot or strike, earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
- 9 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 Exception, 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 Exception also excludes loss, damage, cost or expenses whatsoever nature directly or indirectly caused by resulting from or in connection any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.
- In any action, suit or proceedings where the Company alleges that by reason of Exception(s) A.7 to 9 above, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon you.
- B. This Policy shall cease to attach if the Premises shall have been left uninhabited by day and night for seven or more consecutive days and nights, while the Premises are left uninhabited unless the consent of the Company to the continuance of insurance is obtained and signified on the Policy.



## Claims Conditions

### 1. Fraud - Forfeiture of Cover

If any claim shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy all benefit hereunder shall be forfeited.

### 2 Notification and Procedure

On the discovery of any event which may give rise to a claim under this Policy the Insured shall a) forthwith give written notice to the Company stating all particulars then known to the Insured.

b) notify the Police immediately.

c) take all practical steps to help in identifying the guilty person and recovering the property lost.

d) within 14 days after the event or within such further period as the Company may agree, supply at the request of and free of expense to the Company all such proofs, information and other evidence with respect to the claim as the Company may reasonably require including

- full information in writing about the claim,

- details of all other insurances relating to the claim,

- all business invoices, accounts and other documents in support of the claim.

### 3 Recoveries

The Company shall be entitled in the Company's own or the Insured's name to take steps for the recovery of any part of the Property lost or for securing reimbursement in respect of any loss or damage and the Insured shall give the Company all information and assistance in so doing.

### 4 Right of Ownership after Payment

Upon payment of any claim under this Policy (other than for repair) any part of the Property in respect of which payment is made shall belong to the Company subject to the Insured's right to reclaim it upon repayment to the Company of the amount so paid.

### 5 Indemnity

The Company may at its option, reinstate, replace or repair the Property or Premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably and sufficient manner and in no case the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and more than the Sum Insured thereon. In any case, the amount payable shall not exceed market value at the time of loss or the Sum Insured whichever is less.

### 6 Other Insurances - Contribution

If at the time any claim arises under this Policy there be any other insurance covering the same loss or damage the Company shall not pay more than its rateable proportion of such claim.

### 7 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.

## General Conditions

### 1. IMPORTANT: Security Measures - Insured's Duties

- a) The Insured shall take all reasonable precautions to prevent loss and damage.
- b) All locks, bolts, intruder alarm systems and other protective devices shall be in full operation during any time the Premises are left unattended or closed for business.
- c) All keys (including those relating to any part of the intruder alarm system) shall be
  - i) removed from the Premises or
  - ii) placed within a locked safe or strongroom in any Building provided the keys to such safe or strongroom are removed from the Premises during any time the Premises are left unattended or closed for business.
- d) All notes of combination lock letters and numbers for safes and strongrooms must be removed from the Premises at all times that the Premises are left unattended or closed for business.

### 2. 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 insurance is effected.

### 3. 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.

### 4. Underinsurance Condition (Average)

Unless otherwise stated the Sum Insured for each Item of this Policy will be subject separately to the following condition.

If the total value of all Property covered under an item shall at the time of loss or damage be greater than the Sum Insured thereon the Company will pay only that proportion of the loss or damage which the Sum Insured bears to such value.

### 5. Changes in Risk - Notification to the Company

If after the acceptance of this insurance by the Company there be any change in the circumstances of the risk the Insured shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance thereof has been obtained.



## 6. Transfer of Interest

The Company shall in no case be bound to accept notice of any transfer of interest (otherwise than by will or operation of law) arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

## 7. Cancellation

The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded/ updated in the policy. In the event of such cancellation on the grounds of mis-representation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

The Insured may also cancel this Policy by giving fifteen (15) days notice in writing to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of the notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scale as mentioned below provided that no refund of premium shall be made if any claim has been made under the Policy by or on behalf of the insured.

Policy Period Required	% of Annual Premium
Not exceeding 1 month	20% of Annual Premium
Not exceeding 2 months	30% of Annual Premium
Not exceeding 3 months	40% of Annual Premium
Not exceeding 4 months	50% of Annual Premium
Not exceeding 5 months	60% of Annual Premium
Not exceeding 6 months	70% of Annual Premium
Not exceeding 7 months	80% of Annual Premium
Not exceeding 8 months	90% of Annual Premium
Exceeding 8 months	Full Annual Premium

## 8. Items which form part of a set or pair

Where any items insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set and not more than proportionate part of the insured value of the pair or set.

## 9. Maintenance of books

The Insured shall keep a daily record of the amount of cash contained in the safe or strongroom and such record shall be deposited in a secure place other than the safe or strongroom and produced as documentary evidence in support of a claim under this Policy.

**10. Renewal notice:**

The Company shall not be bound to accept any renewal premium nor give notice that such is due.

The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded/ updated in the policy. When the policy is withdrawn, the product/ plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

**Clause J. Grievances**

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:

**1. Our Grievance Redressal Officer**

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.

1. In case of any grievance You may contact the company through

Website: <https://www.royalsundaram.in/customer-service>

Contact Numbers: 1860 258 0000, 1860 425 0000

E-mail: [manager.care@royalsundaram.in](mailto:manager.care@royalsundaram.in)

Sr. Citizen can email us at: [seniorcitizengrievances@royalsundaram.in](mailto:seniorcitizengrievances@royalsundaram.in)

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam,

Chennai – 600097.

You may also approach the grievance cell at any of the company's branches with the details of grievance. If You are not satisfied with the redressal of grievance through one of the above methods, You may contact the grievance officer



Mr. T M Shyamsunder

Grievance Redressal Officer,

Royal Sundaram General Insurance Co. Limited,

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR),

Karapakkam, Chennai – 600097.

For updated details of grievance officer, kindly refer the link <http://www.royalsundaram.in>.

If You are not satisfied with the redressal of grievance through above methods, the You may also

approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://bimabharosa.irdai.gov.in>.

## **2. Consumer Affairs Department of IRDAI**

- a. In case if it is not resolved within 15 days or if You are unhappy with the resolution, You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at <https://bimabharosa.irdai.gov.in/>
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- c. You can visit the portal <https://bimabharosa.irdai.gov.in/> for more details.

## **3. Insurance Ombudsman**

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in) or of the General Insurance Council at <http://www.cioins.co.in/ombudsman> or on company website [www.royalsundaram.in](http://www.royalsundaram.in).