

Burglary

UIN: IRDAN123CP0016V01201819

WHEREAS the insured described in the Schedule hereto (hereinafter called "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Cholamandalam MS General Insurance Company Ltd. (hereinafter called the "Company") for the Insurance hereinafter contained and has paid the premium as consideration for such Insurance.

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

- a) Loss of or damage to Contents or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary and/or Robbery during the Policy Period;
- b) Property Damage (including the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points) caused by actual or attempted Burglary during the Policy Period;
- c) In the event of an admitted Claim under Operative (a) and/or (b) above, then the Company will also indemnify the Insured in respect of the reasonable costs incurred by the Insured:
 1. Immediately after the occurrence of an insured event solely with the intention of minimising the quantum of a Claim to be made under this Policy;
 2. For restoring paper files, plans, records and drawings, and restoring data (including computer software) stored electronically on the Insured's computer system if such are used for the Insured's Business;
 3. In clearing up the damage caused to the Insured Premises, including the removal of any debris from the Insured Premises to the nearest waste disposal site;
 4. For replacing or restoring property (other than vehicles and Valuables) belonging to any Employee that was in the Insured Premises at the time of an insured event at the specific request of the Insured and stored by an Employee as required by the Insured.

Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

1. "**Property Damage**" means actual physical damage to the Insured Premises caused by actual or attempted Burglary.
2. "**Policy Period**" means the period between the commencement date and the expiry date shown in the Schedule.
3. "**Insured Premises**" means the place(s) named in the Schedule.
4. "**Policy**" means the proposal, the Schedule, this policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.
5. "**Schedule**" means the schedule, and any annexure to it, attached to and forming part of this Policy.
6. "**Deductible**" means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy.
7. "**Limit of Indemnity**" means the amount stated in the Schedule, 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 below.
8. "**Contents**" means items specified in the Schedule.
9. "**Business**" means the business of the Insured as stated in the Schedule.
10. "**Burglary**" means the unforeseen and unauthorised entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents there from.
11. "**Claim**" means a claim under an Operative Part in respect of an insured event that has taken place or is likely to take place.
12. "**Robbery**" means the theft of Contents at the Insured Premises using unforeseen, aggressive and violent means against the Insured's Employees.
13. "**Employee**" means any person with whom the Insured has entered into a contract of service.
14. "**Unused**" means unoccupied for a consecutive period of 7 days or more.

Cholamandalam MS General Insurance Company Ltd. Reg office: 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai - 600001, India. IRDAI Registration Number: 123|CIN: U66030TN2001PLC047977| Toll Free Number: 1800 208 9100| SMS Chola to 56677| Customercare@cholams.murugappa.com| www.cholainsurance.com.

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15. **"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;

Exclusions

The Company shall not be liable in respect of:

1. Gold and Silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured
2. 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 in the business is concerned in the actual loss or damage to any of the articles or premises or where such loss or damage have been expedited or any way assisted or brought about by any such person or persons
3. Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other Policy.
4.
 - a) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with Riot and Strike, Civil Commotion, Terrorist activities, Earthquake, Flood, Storm, Volcanic eruption, Typhoon, Hurricane, Tornado, Cyclone or other convulsions of nature or atmospheric disturbances, unless specifically insured.
 - b) Loss or damage directly or indirectly arising from war, warlike operations and foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped.
 - c) 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.
5.
 - a) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss and any legal liability of whatsoever nature-directly or indirectly caused by or contributed to/by or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
 - b) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear weapons material or other similar weapons of mass destruction.
6. Consequential loss or legal liability of any kind
7. Claim for interest on any account whatsoever
8. 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.
9. This policy shall cease to attach
 - a) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights.
 - b) If the insured shall cause or suffer any material alteration to be made in premises or anything to be done whereby the risk is increased.
 - c) To any property, the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law. Unless in every case the consent of the company to the continuance of the Insurance thereon is obtained and signified on Policy.

General Conditions

1. Every notice and communication to the Company required by this Policy shall be in writing to the Policy Issuing Office.
2. This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.
3. The Insured shall take all reasonable steps to safe guard the property insured against accident, loss or damage.
4. Upon the happening of any event giving 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 copy to the Policy Issuing Office 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 events shall have come to his knowledge, a detailed statement in writing, with an estimate of the intrinsic value of the property lost/damaged.
 - c. The Insured shall tender to the Company all information, assistance and proofs in connection with any claim hereunder as the Company may require.
5. 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 Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, not more than the Sum Insured thereon.
6. 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 occurrence of such loss or damage accordingly. Every item, if more than one, insured separately under this Policy shall be independently subject to this condition.
7. If at the time of the happening of any loss or damage covered by this Policy there shall be existing any other Insurance of any nature whatsoever covering the same loss, whether effected by the Insured or not, then the Company shall not be liable for more than its rateable proportion of any loss or damage.
8. The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
9. 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 Insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
10. The Company may at any time, cancel this Policy without assigning any reason by giving 7 days' notice in writing by Regd. Post to the Insured at his last known address in which case the Company shall return to the Insured the premium less pro-rata portion thereof for the period the Policy was in force. The Insured may also give 7 days' notice in writing, to the Company, for cancellation of this Policy in which case the Company shall retain the premium for the period this Policy has been in force at the Company's/Customary short period scales provided there was no claim under the Policy.
11. 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
12. In the event of the insured being aggrieved
 - a. (a) Any partial or total repudiation of claims by an insurer
 - b. (b) Any dispute in regard to premium paid or payable in terms of the policy
 - c. (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
 - d. (d) Delay in settlement of claims
 - e. (e) Non-issue of any insurance document to customers after receipt of premium
 He/She may, wherever permissible subject to provisions of redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
13. 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 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.

14. The due observance and fulfilment of terms, conditions and endorsement 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.
15. This Policy may be renewed by mutual consent. The company shall not be bound to accept any renewal premium or give notice that such renewal is due.

Special Conditions

1. **Reinstatement of the Sum Insured:** Immediately upon the happening of any loss or damage as described in the Policy, the total Sum Insured and the Sum Insured upon the various items of property which have been lost or damaged, shall be reduced by the amount of loss or damage and such reduced Sums Insured shall be the limit of the company's liability in respect of any further loss or damage occurring during the current Period of Insurance unless the Company consents upon payment of additional premium to reinstate the full Sum Insured.
2. **Maintenance of Books & 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 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 other authorised employee of the Insured in which case the keys shall be deposited in a secure place not in the vicinity of the Safe or Strong room.

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

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

In case of any grievance the insured person may contact the company through

Website : www.cholainsurance.com
Toll free : 1800 208 9100
E-Mail : customercare@cholams.murugappa.com
Fax : 044 -4044 5550
Courier : Cholamandalam MS General Insurance Company Limited,
Customer services, Head
Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GRO@cholams.murugappa.com

For details of grievance officer, kindly refer the link www.cholainsurance.com

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person 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://igms.irda.gov.in/>

2. CONSUMER AFFAIRS DEPARTMENT OF IRDAI

- a. In case 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 email to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.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

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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 <http://www.policyholder.gov.in> for more details.

3. INSURANCE OMBUDSMAN

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the 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, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Please find below the latest/updated link of the Ombudsman offices

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

INFORMATION ABOUT US

Cholamandalam MS General Insurance company Limited

HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.

Toll Free : 1800 208 9100

SMS: "CHOLA" TO 56677 *(Premium SMS charges apply)

Email –customercare@cholams.murugappa.com

Web site: www.cholainsurance.com