

Burglary

UIN: IRDAN123RP0069V01200203

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.
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 event 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. **Documents required for Claim processing:**
 - a) Claim form,
 - b) FIR/FR,
 - c) Proof in support of Cause of Loss/Operation of Insured peril,
 - d) Books of Accounts,
 - e) Stock Register,
 - f) Repair / Reinstatement Bills,
 - g) Proof of Reinstatement,
 - h) KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc.,
 - i) Any other Document,
 - j) **Turn Around Time** for claims settlement is 21 working days.
6. 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.
7. 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.
8. 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.
9. **Multiple policies involving Bank or other lending or financing entity** - If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the same risk, the insurer will not apply Contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.
10. 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.
11. 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.
12. Cancellation:
 - a) The insured can cancel the policy at any time during the term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the

insured.

- b) The company shall refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.

13. In the event of the insured being aggrieved

- (a) Any partial or total repudiation of claims by an insurer
 - (b) Any dispute in regard to premium paid or payable in terms of the policy
 - (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims (d) Delay in settlement of claims
 - (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.

14. 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.

15. 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.

16. 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

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

Courier: Manager, Grievance Cell,
 Chola MS General Insurance Company Limited,
 Hari Nivas Towers First Floor,
 #163, Thambu Chetty Street,
 Parry's Corner, Chennai - 600 001

Procedure of Grievance Redressal

- Please write to customercare@cholams.murugappa.com to register your complaint.
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turnaround time for resolution and complaint registration details.

- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

Escalation Matrix

- In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer - Nodalescalation@cholams.murugappa.com (Quoting the previous Service request number)
- In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer - GRO@cholams.murugappa.com (Quoting the previous Service request number)
- If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to <https://www.cioins.co.in/Ombudsman> to get details on Insurance Ombudsman Offices.

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

Sl.No	Office of Insurance Ombudsman	Address	E-mail	Landline Nos.
1	AHMEDABAD	Jeevan Prakash, 6th Floor, Near S.V.College	Email: bimalokpal.ahmedabad@cioins.co.in	Tel.: 079 - 25501201
		Relief Road, Tilak Marg,		Tel.: 079 - 25501202
		Ahmedabad - 380 001. Gujarat		
2	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19	Email: bimalokpal.bengaluru@cioins.co.in	Tel.: 080 - 26652048
		Ground Floor, 19/19, 24th Main Road, 1st Phase, JP Nagar,		Tel.: 080 - 26652049
		Bengaluru - 560 078.		
3	BHOPAL	LIC of India Zonal Office Bldg,	Email: bimalokpal.bhopal@cioins.co.in	Tel.: 0755 - 2769201
		1st Floor, South Wing, Jeevan Shiksha,		Tel.: 0755 - 2769202
		Opp. Gayatri Mandir		Tel.: 0755 - 2769203
4	BHUBANESHWAR	62, Forest park,	Email: bimalokpal.bhubaneswar@cioins.co.in	Tel.: 0674 - 2596455
		Bhubaneswar - 751 009.		Tel.: 0674 - 2596429
				Tel.: 0674 - 2596003
5	CHANDIGARH	Jeevan Deep, Ground Floor, LIC of India Bldg,	Email: bimalokpal.chandigarh@cioins.co.in	Tel.: 0172 - 2706468
		SCO 20-27, Sector 17-A		Tel.: 0172 - 2707468
		Chandigarh – 160017		
6	CHENNAI	Fatima Akhtar Court, 4th Floor,	Email: bimalokpal.chennai@cioins.co.in	Tel.: 044 - 24333668
		453 (Old 312), Anna Salai, Teynampet,		Tel.: 044 - 24333678
		CHENNAI -600 018.		

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.

7	DELHI	2/2 A, 1st Floor, Universal Insurance Building,	Email: bimalokpal.delhi@cioins.co.in	Tel.: 011 - 23232481
		Asaf Ali Road,		Tel.: 011 - 23213504
		New Delhi - 110 002.		Tel.: 011 - 46013992
8	GUWAHATI	Jeevan Nivesh Bldg,	Email: bimalokpal.guwahati@cioins.co.in	Tel.: 0361 - 2632204
		5th Floor, Near Pan Bazar,		Tel.: 0361 - 2632205
		S.S. Road, Guwahati – 781001		Tel.: 0361 - 2631307
9	HYDERABAD	6-2-46, 1st floor, "Main Court",	Email: bimalokpal.hyderabad@cioins.co.in	Tel.: 040 - 23312122
		Lane Opp. Hyundai Showroom,		Tel: 040 - 23376599
		A.C. Guards, Lakdi-Ka-Pool,		Tel: 040 - 23376991
		Hyderabad - 500 004.		Tel: 040 - 23328709
10	JAIPUR	Jeevan Nidhi - II, Ground Floor,	Email: bimalokpal.jaipur@cioins.co.in	Tel.: 0141 - 2740363
		Bhawani Singh Road, Ambedkar Circle		
		Jaipur - 302 005.		
11	KOCHI	10th Floor, LIC Bldg, Jeevan Prakash	Email: bimalokpal.ernakulam@cioins.co.in	Tel.: 0484 - 2358759
		Opp Maharaj College Ground		
		M.G.Road, Ernakulam		
12	KOLKATA	Kochi - 682011	Email: bimalokpal.kolkata@cioins.co.in	Tel.: 033 - 22124339
		7 th Floor of Hindustan Building (Annex), 4, CR Avenue, Kolkata-700 072,		Tel: 033 - 22124341
13	LUCKNOW	Jeevan Bhawan, Phase-II,	Email: bimalokpal.lucknow@cioins.co.in	Tel.: 0522 - 4002082
		6th Floor, Nawal Kishore Road,		Tel: 0522 - 3500613
		Hazratganj, Lucknow - 226001		
14	MUMBAI	3rd Floor, Jeevan Seva Annexe,	Email: bimalokpal.mumbai@cioins.co.in	Tel.: 022-69038800
		S. V. Road, Santacruz West,		Tel.: 022-69038833
		Mumbai - 400 054.		
15	NOIDA	Bhagwan Sahai Palace	Email: bimalokpal.noida@cioins.co.in	Tel.: 0120-2514252
		4th Floor, Main Road,		Tel.: 0120-2514253
		Naya Bans, Sector 15, Noida-201301		
		Dist: GB Nagar, Uttar Pradesh		
16	PATNA	2nd Floor, North Wing, Lalit Bhawan,	Email: bimalokpal.patna@cioins.co.in	Tel.: 0612-2547068
		Bailey Road, Patna - 800 001		
17	PUNE	3 rd Floor, Jeevan Darshan,	Email: bimalokpal.pune@cioins.co.in	Tel: 020-24471175
		LIC of India Bldg,		
		N.C. Kelkar Road, Narayan Peth,		
		Pune- 411 030.		