

## **BURGLARY POLICY**

Whereas the Insured named in the Schedule of this Policy (hereinafter called "the Insured") has applied by a proposal and declaration which the Insured has agreed shall be the basis of this contract and be held as incorporated herein to the PT. .... (hereinafter called "the Company") for the insurance herein-after contained and has paid to the Company the premiums set out in the Schedule as consideration for such insurance.

The Company agrees that if any time during the period of insurance stated in the Said Schedule any of the property insured described in the said Schedule whilst contained within the Premises (which shall not include any garden, yard, open verandah, outbuilding or other appurtenances) specified in the said Schedule be lost or damaged as the result of

- (a) THEFT consequent upon actual forcible and violent entry upon the said premises or any attempt thereat
- (b) THEFT or any attempt thereat by a person feloniously concealed on the said premises

The Company will pay to the Insured the value (as at the time of the loss) of the property lost or the amount of the damage or at its option reinstate or replace such property or any part thereof.

Provided that during any one period of Insurance the liability of the Company shall in no case exceed in respect of each item of the property insured described in the said Schedule the sum insured thereon or in respect of the whole the total sum insured.

The Company further agrees that in the event of DAMAGE to the premises specified in the Schedule hereto due to THEFT as aforesaid or any attempt thereat and failing to be made good by the Insured the Company will pay for at its option repair or make good such damage but only to the extent to which the total sum insured on property at such premises is not otherwise exhausted.

Provided always that the Insurance hereby made is and shall be subject to the Conditions and memoranda contained herein or endorsed or otherwise expressed hereon which Conditions and Memoranda shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder.

This Policy does not cover

- (a) (i) Cash, Notes, Negotiable Cheques, Postal Notes, Post Office Money Orders, Negotiable Securities and/or Stamp except as otherwise provided for in this Policy.
- (ii) Document, Manuscripts, Business Books Patterns, Models, Mount, Plans, Designs unless specially mentioned as insured by this Policy.
- (b) loss or damage due to theft or any attempt thereat committed by
  - (i) any of the Insurers family,
  - (ii) any person or persons lawfully on the premises.
- (c) loss or damage occasioned by or consequent upon fire
- (d) breakage of Plate Glass.
- (e) loss or damage which at the happening of such loss or damage is insured by, or would, but for the existence of this Policy, be insured by any other Policy other than a Burglary Policy.
- (f) loss or damage arising during (unless if be proved by the Insured that such loss or damage was not occasioned thereby) or in consequence of
  - (i) Earthquake, Subterranean Fire.
  - (ii) Riot, Civil Commotion.
- (g) (i) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing 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 exclusion only combustion shall include any self-sustaining process of

- nuclear fission.
- (ii) Loss destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

## **CONDITIONS**

1. The Insured shall take all reasonable precautions for the safety and protection of the property insured.
2. This Policy shall be void able in the event of misrepresentation misdescription or non-disclosure many material particular
3. Unless the written consent of the Company shall have previously been obtained this Policy shall be void able—
  - (a) if there should occur any alteration in the premises or the property insured so that the particulars and information furnished to the Company are no longer correct statements of fact.
  - (b) if the interest the insured ceases except by will or fact.
  - (c) for any of the property Insured charged by Bill of Sale or other security,
  - (d) The any period during which the premises become unoccupied and remain so for a period exceeding thirdly
4. The Insured shall give notice in writing to the Company of any Insurance already effected, or which may subsequently be effected, covering any of the property insured, and unless such notice be given and the particulars of such loss or damage all benefit under this Policy shall be forfeited.
5. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall-
  - (a) give immediate notice to the Police,
  - (b) take all practicable stamp to discover the guilty person or persons,
  - (c) take all practicable stems to recover the property lost,
  - (d) give immediate notice in writing to the Company,
  - (e) within 30 days after loss or damage (or such further time as the Company may in writing allow) at the Insured's own expense furnish to the Company a statement in writing containing as particular an account as may be require practicable of the several articles or portions of property lost or damaged and of the amount of loss or damage there to respectively having regard to their value at the loss or damage excluding profit of any kind,
  - (f) furnish to the Company a statement giving details of any other insurances of any property hereby insured,
  - (g) furnish to the Company all such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the loss or damage reinstate or replace exactly and
6. The Company may at any time instead of paying the amount of the loss or damage reinstate or replace the property lost or damage, or repair or make good the damage to the premises but in so doing shall not be bound to reinstate or replace exactly and completely but only as circumstance permit and in reasonably sufficient manner, and the Company may join with other insures, if any, in so sub reinstating or replacing. After payment for or replacement of any property lost such property if recovered shall belong to the Company eject to the Insured's right to reclaim it upon repayment to the Company of the amount paid by the Company in respect of such property.

7. If at the time of any occurrence causing loss or damage covered by this Policy there be any other subsisting insurance covering the same loss or damage the Company shall not be liable for more than its ratable proportion thereof.
8. Any claimant under this Policy shall at the request and 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 remedy, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its 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 such payment or making good
9. If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or any one acting on ho behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the willful act or the connivance of the Insured all benefit under this Policy shall be forfeited.
10. The Policy may be terminated at any time at the request of the Insured, in which case the company will retain the customary short period premium 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 notice to that effect being given to the Insured, in which case the Company shall repay the proportion of the Premium corresponding to the unexpired period of the Policy
11. All difference arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the Parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the partial within one calendar month after having been required in writing so to do by either of the parties or, in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference The Umpire shall sit with the Arbitrators and preside to any right meeting. The making of an Award shall, subject to any relevant Statutory provisions to the contrary be a condition precedent to any right of action against the Company, but if such action be not commenced within one year of the making of an Award, the right of action shall be deemed to be abandoned and released. After the expiration of one year after the accrual of the cause of action the Company shall not be liable in respect of any claim therefore unless such claim shall in the meantime have been referred arbitration.
12. No provision or requirement contained in this Policy endorsed or to be endorsed hereon or attached or to be attended hereto requiring any matter or thins to be done by the Insured shall be deemed waived by reason of any alleged notice or waiver which bus not been expressly written or endorsed hereon or attached hereto by the Company nor shall the Company proceeding on its part relating to the appraisalment of any alleged loss unless such provision condition at forfeiture be expressly stated in writing by Company to be so waived.