

BURGLARY AND HOUSEBREAKING INSURANCE POLICY

Whereas the Insured named in the Schedule hereto by a proposal and declaration which shall be the basis of this Contract, and is deemed to be incorporated herein has applied to **Solarelle Insurance Private Limited** (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

Now this Policy witnesseth that subject to the terms exceptions and conditions contained herein or endorsed hereon if during any period of Insurance.

1. Any of the property specified in the Schedule whilst on the Premises as described in the Schedule shall be lost or damaged, by Burglary and / or Housebreaking or any attempt threat, or
2. Any damage falling to be borne by the Insured shall be caused to the said premises by Burglary and / or Housebreaking or any attempt threat.

The Company will indemnify the Insured against such loss or damage but not exceeding in anyone Period of Insurance so far as each item referred to in the Schedule is concerned the Sum Insured and in the aggregate, the Total Sum Insured.

DEFINITIONS

The term Burglary and / or Housebreaking shall mean that following entry into the premises by forcible and violent means, or following assault or violence or threat to the Insured or to his employees or to the members of his family.

You are recommended to examine your policy to ensure that it has been prepared in accordance with your requirements.

EXCEPTIONS

1. The Company shall not be liable under this policy in respect of:

- (i) Loss or damage expedited or in any way assisted or brought about any of the Insured's family, employee / employees, servants or any person lawfully on the premises.
- (ii) 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.
- (iii) Loss or damage which is recoverable under a plate glass Insurance Policy.
- (iv) Upon the occasion of or consequent upon Fire and / or Explosion.
- (v) Any loss or damage, which either in origin or extent is directly or indirectly, proximately or remotely, occasioned by or contributed to by any of the following occurrences or which either in origin or extent, directly or indirectly proximately or remotely arises out of or in connection with, any of such occurrences namely:
 - (a) Earthquake, volcanic, eruption, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbance;
 - (b) War invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
In any action suit or other proceedings where the Company alleges that by reason of the provisions of the Exception 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.
- (vi) This insurance does not cover Loss or damage, directly or indirectly caused by or arising from or in Consequence of or contributed to by or ionizing radiations, or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception (vi) only, combustion shall include any self-sustaining process of nuclear fission.
- (vii) Loss of or damage to any goods held in trust or on commission, bullion, curios or works of art, Deeds, Bonds, Bills of Exchange, Promissory Notes, Unset Precious Stones, Coins or paper money, Cheques, Securities for Money, Stamps, Stamp Collections, Documents of any kind, Plans, Drawings, Manuscripts, Models and Pedal cycles and Motor vehicles and Accessories whilst thereon, Live-stock and Explosives unless specifically mentioned.

CONDITIONS

This policy and the Schedule shall be read together as one contract, and any word or expression to which a specific meaning has been attached, in any part of this policy or of the Schedule shall bear such specific meaning wherever it may appear.

1: NOTICE - Every notice and other communication to the Company required by this policy shall be in writing.

2. MISDESCRIPTION - If there be any material misdescription of any of the property hereby Insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known, for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this policy, so far as it relates to property affected, by any such misdescription, misrepresentation or omission.

3. RECEIPTS - No Payment in respect of any premium shall be deemed to be payment to the Company, unless a printed form of receipt for the same, signed by an authorized officer of the Company shall have been given to the insured.

4. OTHER INSURANCES - The insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this policy by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this policy shall be forfeited.

5. Alterations - Under any of the following circumstances the insurance ceases to attach as regards the property or premises affected unless the Insured, before the occurrence of; any' loss or damage; obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company.

(i) If the Insured shall cause or suffer any material alteration in the premises or property anything to be done whereby the risk is increased.

(ii) To any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law.

6. REASONABLE CARE - The insured shall take all ordinary and reasonable precautions for the safety of the property and secure all doors, windows and openings. A complete list of the cash, Jewellery and other property in the safe shall be kept secure in some place, other than in the said safe and that the liability of the Company shall be limited to the amount/value actually shown by such record to be in the safe at the time of the Burglary, but not exceeding the sum specified in the schedule under' this item.

7. CANCELLATION - This Insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate 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 be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancelment.

8. **CLAIMS PROCEDURE.** On the happening of any loss or damage the Insured shall forthwith give notice, thereof to the Company with particulars so far as the same shall then be known to the Insured and shall within fifteen (15) days after the loss or damage or such further time as the Company may in writing allow in that behalf deliver to the Company a claim in writing for the loss or damage containing as particularan account as may be reasonable practicable of all the several articles or items of property lost or damaged and of the amount of the loss or damage thereto respectively having regard to their value at the time of the loss or damage and particulars of all other insurances if any.

The Insured shall take all practicable steps to discover and punish the guilty person or persons and to trace and recover the property and shall immediately, upon discovery of the loss or damage, inform the police authorities. The Company, may at any time as its own expense and without prejudice to any question between the' Company and the Insured, take such steps as it deems fit for the recovery of any of the property lost, or stated to be lost and for this purposes the Insured shall as and when required, give all information and assistance to the Company.

The Insured shall permit the Company at all reasonable times to examine the premises and shall furnish evidence satisfactory to the Company to substantiate any claim including vouchers and-other proofs (inclusive of ownership and value). The Company shall not be liable hereunder if discovery of loss be not made within seven (7) days from the date of occurrence of loss.

9. **INDEMNITY** - The Company may at its option reinstate or replace the property lost or damaged or any part thereof instead of paying the amount of the 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 sufficient manner and in no case shall the Company be bound to expend more than reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence ofsuch loss or damage nor more than the sum insured by the Company thereon.

10. **SUBROGATION** - Any rights 'of Indemnity vested in the Insured against third parties for the loss or damage sustained in respect of which a claim is made hereunder may if and when the Company so desire and whether the amount of the Company's Liability hereunder has been ascertained or not, be enforced by the Company for the benefit of the Company to the extent of the Company's loss and the insured shall permit the Company to undertake in the name and on behalf of the insured the absolute conduct, control and settlement-of any proceedings and to take proceedings at its own expenses and for its own benefit but in the name of the Insured to recover compensation or secure Indemnity from any third party, in respect of anything covered by this policy.

11. **CONTRIBUTION** - If at the time of any loss or damage to the Property there by any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons, covering the same property, the Company shall not be liable to pay or con tribute more than its rateable proportion of such loss or damage.

12. **AVERAGE** - If the property shall at the time of happening 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 loss or damage accordingly. Every item if more thanone, of the policy, shall be separately subject to this Condition.

13. **WARRANTIES** - Every warranty to which the property insured or any item thereof, is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of/this policy and non-compliance with any such 'warranty; whether it increase the risk or not, shall be a bar to any claim in respect of such property or item; provided that whenever this policy is renewed a claim in respect of destruction or damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

14. **FRAUD** - If the claim be in any respect fraudulent, or if any false declaration be made, or used in support thereof or if any fraudulent means or devices are used by the Insured, or anyone acting on his behalf to obtain any benefit under this Policy, or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, or if the claim be made, and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 16th condition of this Policy) within three months after the arbitrator, arbitrators or umpire shall have made their award, all benefit under this policy shall be forfeited.

15. **ARTICLES IN PAIRS OR SETS** - Where any item insured hereunder consists of Articles in Pairs or Sets 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, nor more than a proportionate part of the insured value of the pair or set.

16. **ARBITRATION** - If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as arbitrators of whom one shall be appointed in writing by each of the party within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings, The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively, and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be at the discretion of the arbitrator, arbitrators or umpire making the award, and it is hereby expressly stipulated and declared that it shall be a condition precedent of any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire shall be first obtained.

17. **OBSERVANCE OF TERMS AND CONDITIONS** - The due observance and fulfillment of the terms, conditions and endorsement of this policy in so far 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 shall be a condition precedent to any liability, of the Company to make any payment under this policy.