

BURGLARY POLICY (COMMERCIAL) **POLICY WORDINGS**

1. Preamble

In consideration of Your having paid the premium for the policy period stated in the Schedule or for any further period of insurance for which we may accept the payment for renewal of this Policy, We will indemnify You in respect of loss or damage to your assets mentioned in the Schedule caused by one or more of the insured events as mentioned under the item “What We cover” during the Policy Period provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This policy is an evidence of the contract between you and Universal Sampo General Insurance Company Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

2. Definition

- a) **You/Your** : The person (s) named as Insured in the Schedule
- b) **We/Us/Our** : Universal Sampo General Insurance Company Limited
- c) **Proposal**: The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
- d) **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
- e) **Schedule**: The document which describes you, the cover that applies the Period of Insurance and other details of your policy.
- f) **Limit of Liability**: It means the amount stated in the Schedule which shall be our maximum liability under this Policy for any one claim or in the aggregate for all claims during the Policy period for each category of goods specified in the Schedule subject to Special Condition 1 of the Policy. The limit of liability also represents the selected percentage of value at risk. In case of a policy taken on “First Loss Basis”
- g) **Period of Insurance**: The time-period for which the contract of insurance is valid as shown in the Policy Schedule.
- h) **Excess/Deductible** The amount stated in the Schedule, which shall be borne by you first in respect of each and every claim made under this Policy.
- i) **Valuables**: Valuables means (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or Jewellery or precious stones or models or coins or curios, sculptures, manuscripts,

stamps, collection of stamps, rare books, medals, moulds, designs or any other collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, bank notes, treasury or promissory notes, cheques, money, securities or any other negotiable instrument.

j) Insured Premises: The place(s) named in the Schedule

k) Burglary: It means the unforeseen and unauthorized entry to or exists from the insured premises by aggressive and detectable means with the intent to steal contents there from.

l) Market Value: Market Value (for other than stocks) represents the replacement value of the item as New at time of Damage or Loss less due allowance for betterment, wear and tear and/or depreciation, for the use of the machine/goods

Market value for stocks means the procurement value of stocks from the same or similar source.

3. Coverage

What we cover	What we exclude
<p>Loss or damage of your contents and stocks at insured premises caused by one or more of the following events:</p> <ul style="list-style-type: none"> • Actual forcible and violent entry to or exit from that part of the building occupied by you at the premises. • Assault or violence or threat of assault or violence to you (or your employees) or any other person lawfully at the premises eg armed hold up. • Theft of any contents/stocks from the insured premises where there is no forcible and violent entry or exist from the premises up to 5% of limits of liability subject to a limit of Rs 10000/- only 	<ul style="list-style-type: none"> • Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule • Valuables and cash in safe, unless specifically covered in the Schedule • Loss or damage of motor vehicles, trailers unless shown in the schedule • Loss or damage in which you, your employees or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated • Loss or damage resulting from an act of Riot, Strike, Malicious Damage. • Terrorism • Damage to glass and sign boards • Live-stock • Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained. • Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to

	<p>you unless such key has been obtained by aggressive or violent means.</p> <ul style="list-style-type: none"> • Any consequential loss or legal liability
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4. Inbuilt Benefits

In the event of an admitted Claim under the Policy, we will also indemnify you, subject to the limits, in respect of the following:

1. Personal Effects Of Directors, Officers And Employees: We will pay for loss of personal effects of your directors, officers and employees at your premises up to 5% of the limits of liability subject to a maximum of Rs 10000/- per event in case the policy has been obtained to cover the interest of any corporate and/or partnership firm.

2. Temporary Protection: We will pay the cost of temporary protection reasonably and necessarily incurred for the safety and protection of your property following an admissible claim at your premises up to 5% of the limits of liability subject to maximum of Rs 10000/- per event.

3. Rewriting Of Documents: We will pay for the expenses reasonably and necessarily incurred by you in reproducing or making good the loss of or damages to your valuable business documents lost by the insured events up to 5% of limits of liability subject to a maximum of Rs 10000/- per event.

4. Debris Removal: We will pay for clearing up the damage caused to the insured premises, including removal of debris from the insured premises to the nearest waste disposal site up to 5% of limits of liability subject to a maximum of Rs 10000/-per event.

6. Special Condition

Reinstatement of Limits of Liability: Immediately upon the happening of any Loss or damage under the policy, the Limit of Liability stated in the schedule of the affected category of assets, shall be reduced by the loss/damage amount and such reduced limit of liability shall be the limit in respect of any further damage occurring during the current period of insurance unless we give our consent upon payment of additional premium to reinstate the said limit of liability.

7. General Conditions

1. Notice: Every notice and communication to us required by or in respect of this policy shall be in writing.

2. **Reasonable care:** You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.
3. **Mis-description:** This Policy shall be void and premium paid shall be forfeited in the event of misrepresentation, mis-description or non-disclosure of any material facts by you or your representative.
4. **Alteration of Risk:** The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:
 - a) You carry on any business at the insured premises other than the business stated in the proposal
 - b) There is any material changes in the facts and matters stated in the proposal
 - c) The ownership of the stocks/contents passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.

8. Claims Procedure:

- A)** In the event of any circumstances likely to give rise to a claim you must:
- a) Intimate us as soon as reasonably possible, but in any event within 15 days of the date the incident.
 - b) Lodge complaint with the local police immediately.
 - c) Take all reasonable steps to recover any property which has been lost and protect /safe guard damaged property from further loss or damage.
 - d) Provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require
- B)** The documents normally required to be submitted in the event of a claim are:
- a) Duly completed Claim form
 - b) Copy of FIR
 - c) Estimate of loss / repairs
 - d) Invoice/ Bills/Receipts
 - e) FR
 - f) Any other details/documents called for a specific loss

9. Cancellation:

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance will be refunded to you subject to the condition that no claim has been preferred on us:

Period	Rate
For a period not exceeding 15 days	10% of the Annual rate
-do- 1 month	15% of the Annual rate
-do- 2 months	30% of the Annual rate
-do- 3 months	40% of the Annual rate
-do- 4 months	50% of the Annual rate
-do- 5 months	60% of the Annual rate
-do- 6 months	70% of the Annual rate
-do- 7 months	75% of the Annual rate
-do- 8 months	80% of the Annual rate
-do- 9 months	85% of the Annual rate
For a period exceeding 9 months	The full Annual rate

10. 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 you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

11. Contribution:

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss or.

12. Subrogation:

You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon we paying 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 we indemnify your loss or damage.

13. 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.

14. Disclaimer Clause:

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

15. Geographical Limits:

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.

16. Basis Of Claim Settlement:

Subject to Special Condition I above and deductible stated in the Schedule, we may at our option reinstate, replace or repair the assets covered under this Policy which are lost or damaged or pay the amount of Loss/Damage or may join with any other insurer(s) in doing so.

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case we shall be bound to spend more in reinstatement than it would cost to reinstate the assets as it was at the time of occurrence of such damage, nor more than the limit of liability mentioned under the Schedule.

All claims settlement under this Policy is subject to the following conditions:

1. When the 'Limit of Liability' represents the value of the assets covered:

If value of the assets insured under this Policy shall at the time of loss be collectively of greater value than the Limit of Liability opted by you, then you will be considered as being your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

2. When the 'Limit of Liability' represents a fixed proportion of the value of the assets covered:

If the fixed proportion of value of the assets insured under this Policy shall at the time of loss be collectively of greater value than the Limit of Liability opted by you, then you will be considered as being your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Every item, if more, than one in the Policy shall be separately subject to this condition.

16. 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:

Our Grievance Redressal Officer

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

Grievance cell

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

Website: www.universalsompo.com

Toll free: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 – 2004030

E-mail: contactus@universalsompo.com

Courier: Universal Sampo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

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 grievance@universalsompo.com

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

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

1. 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 e-mail 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 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.

2. 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, 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.

IRDAI Integrated Grievance Management System – <https://igms.irda.gov.in/>

The contact details of the Insurance Ombudsman offices are as below-

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19	Karnataka.

<p>Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	
<p>BHOPAL - Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Orissa.</p>
<p>CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.</p>
<p>CHENNAI - Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).</p>
<p>DELHI - Shri Sudhir Krishna</p>	<p>Delhi &</p>



Office of the Insurance Ombudsman,
2/2 A, Universal Insurance Building,
Asaf Ali Road,
New Delhi – 110 002.
Tel.: 011 - 23232481/23213504
Email: bimalokpal.delhi@cioins.co.in

Following Districts of
Haryana - Gurugram,
Faridabad, Sonapat &
Bahadurgarh.

GUWAHATI -

Office of the Insurance Ombudsman,
Jeevan Nivesh, 5th Floor,
Nr. Panbazar over bridge, S.S. Road,
Guwahati – 781001(ASSAM).
Tel.: 0361 - 2632204 / 2602205
[Email: bimalokpal.guwahati@cioins.co.in](mailto:bimalokpal.guwahati@cioins.co.in)

Assam,
Meghalaya,
Manipur,
Mizoram,
Arunachal Pradesh,
Nagaland and Tripura.

HYDERABAD -

Office of the Insurance Ombudsman,
6-2-46, 1st floor, "Moin Court",
Lane Opp. Saleem Function Palace,

A. C. Guards, Lakdi-Ka-Pool,
Hyderabad - 500 004.
Tel.: 040 - 23312122
Fax: 040 - 23376599
[Email: bimalokpal.hyderabad@cioins.co.in](mailto:bimalokpal.hyderabad@cioins.co.in)

Andhra Pradesh,
Telangana,
Yanam and
part of Union Territory of
Puducherry.

JAIPUR -

Office of the Insurance Ombudsman,
Jeevan Nidhi – II Bldg., Gr. Floor,
Bhawani Singh Marg,
Jaipur - 302 005.
Tel.: 0141 - 2740363
[Email: bimalokpal.jaipur@cioins.co.in](mailto:bimalokpal.jaipur@cioins.co.in)

Rajasthan.

ERNAKULAM - Ms. Poonam Bodra

Office of the Insurance Ombudsman,
2nd Floor, Pulinat Bldg.,

Opp. Cochin Shipyard, M. G. Road,
Ernakulam - 682 015.
Tel.: 0484 - 2358759 / 2359338
Fax: 0484 - 2359336
[Email: bimalokpal.ernakulam@cioins.co.in](mailto:bimalokpal.ernakulam@cioins.co.in)

Kerala,
Lakshadweep,
Mahe-a part of Union
Territory of Puducherry.

KOLKATA - Shri P. K. Rath

Office of the Insurance Ombudsman,
Hindustan Bldg. Annexe, 4th Floor,

4, C.R. Avenue,
KOLKATA - 700 072.
Tel.: 033 - 22124339 / 22124340

West Bengal,
Sikkim,
Andaman & Nicobar
Islands.

Fax : 033 - 22124341

[Email: bimalokpal.kolkata@cioins.co.in](mailto:bimalokpal.kolkata@cioins.co.in)

LUCKNOW -Shri Justice Anil Kumar Srivastava

Office of the Insurance Ombudsman,
6th Floor, Jeevan Bhawan, Phase-II,
Nawal Kishore Road, Hazratganj,
Lucknow - 226 001.
Tel.: 0522 - 2231330 / 2231331
Fax: 0522 - 2231310
Email: bimalokpal.lucknow@cioins.co.in

Districts of Uttar Pradesh :

Lalitpur, Jhansi, Mahoba,
Hamirpur, Banda,
Chitrakoot, Allahabad,
Mirzapur, Sonbhadra,
Fatehpur, Pratapgarh,
Jaunpur, Varanasi, Gazipur,
Jalaun, Kanpur, Lucknow,
Unnao, Sitapur, Lakhimpur,
Bahraich, Barabanki,
Raebareli, Sravasti, Gonda,
Faizabad, Amethi,
Kaushambi, Balrampur,
Basti, Ambedkarnagar,
Sultanpur, Maharajgang,
Santkabirnagar, Azamgarh,
Kushinagar, Gorkhpur,
Deoria, Mau, Ghazipur,
Chandauli, Ballia,
Sidharathnagar.

MUMBAI -

Office of the Insurance Ombudsman,

3rd Floor, Jeevan Seva Annexe,

S. V. Road, Santacruz (W),
Mumbai - 400 054.
Tel.: 69038821/23/24/25/26/27/28/28/29/30/31
Fax: 022 - 26106052
[Email: bimalokpal.mumbai@cioins.co.in](mailto:bimalokpal.mumbai@cioins.co.in)

Goa,
Mumbai Metropolitan
Region
excluding Navi Mumbai &
Thane.

NOIDA - Shri Chandra Shekhar Prasad

State of Uttaranchal and
the following Districts of
Uttar Pradesh:



Office of the Insurance Ombudsman,
Bhagwan Sahai Palace
4th Floor, Main Road,
Naya Bans, Sector 15,
Distt: Gautam Buddh Nagar,
U.P.-201301.
Tel.: 0120-2514252 / 2514253
Email: bimalokpal.noida@cioins.co.in

Agra, Aligarh, Bagpat,
Bareilly, Bijnor, Budaun,
Bulandshehar, Etah,
Kanoor, Mainpuri, Mathura,
Meerut, Moradabad,
Muzaffarnagar, Oraiyya,
Pilibhit, Etawah,
Farrukhabad, Firozbad,
Gautambodhanagar,
Ghaziabad, Hardoi,
Shahjahanpur, Hapur,
Shamli, Rampur, Kashganj,
Sambhal, Amroha,
Hathras, Kanshiramnagar,
Saharanpur.

PATNA - Shri N. K. Singh

Office of the Insurance Ombudsman,
2nd Floor, Lalit Bhawan,
Bailey Road,
Patna 800 001.
Tel.: 0612-2547068
[Email: bimalokpal.patna@cioins.co.in](mailto:bimalokpal.patna@cioins.co.in)

Bihar,
Jharkhand.

PUNE - Shri Vinay Sah

Office of the Insurance Ombudsman,

Jeevan Darshan Bldg., 3rd Floor,

C.T.S. No.s. 195 to 198,
N.C. Kelkar Road, Narayan Peth,
Pune – 411 030.
Tel.: 020-41312555
[Email: bimalokpal.pune@cioins.co.in](mailto:bimalokpal.pune@cioins.co.in)

Maharashtra,
Area of Navi Mumbai and
Thane
excluding Mumbai
Metropolitan Region.