

BURGLARY POLICY (COMMERCIAL) POLICY WORDINGS

REGISTERED & CORP OFFICE:

Universal Sompo General Insurance Company Limited: 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063.

Contact US: 24/7 Customer Care: Toll free Nos: 1800 - 22- 4030 or 1800-200-4030 Email: <u>contactus@universalsompo.com</u> Website: <u>www.universalsompo.com</u>

IRDAI Registration Number:134 CIN: U66010MH2007PLC166770



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 Sompo 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 Sompo 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.
- 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.

- i) 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.
- I) 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

Loss or damage of your contents and stocks at insured premises caused by one or more of the following events:

- 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

What we exclude

- 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.

Universal Sompo General Insurance Suraksha, Hamesha Aapke Saath
• Contents from the safe following the use of a key
to gain access to the safe, or any duplicate
thereof belonging to you unless such key has been
obtained by aggressive or violent means.
Any consequential loss or legal liability

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 materials 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:

The claim would be admissible as per the coverages and the exclusions mentioned in the policy wordings.

Claim Intimation

In the event of any circumstances likely to give rise to a claim insured must follow the following.

- **a.** Reporting and Lodging of complaint with the local police immediately for the loss due to Terrorism /Burglary / Theft / involvement of any third party / injury or casualty/ malicious act.
- **b.** Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- c. Intimate us as soon as reasonably possible. Notice of claim and registration shall be done at our Toll Free Number: 1800-22-4030 /1800-200-4030. Alternatively, you can notify your claim by sending mail to <contactclaims@universalsompo.com>.
- d. While notifying your claim, please share your
 - 1) policy number under which you prefer to lodge your claim,
 - 2) date of loss,
 - 3) place of loss,
 - 4) cause of loss
 - 5) estimate of your loss.
 - 6) Details of contact person with mobile no. and e- mail ID.
- e. Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor /investigator appointed.
- **f.** Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

Followed by notification of a claim, insured is expected to follow the following procedures.

- **a.** Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- **b.** Insured shall not dispose / throwing away /selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- c. Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.

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- **d.** Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- e. After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.
- f. Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.
- g. Post notification of a claim, Insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if insured fails to respond for the basic details within the defined time limit, the claim preferred by insured would be repudiated as "Loss was not established

Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

- a. Claim Form Duly filled and signed by insured
- b. Copy of FIR (First Information Report) for the loss estimated above ₹50,000/- caused under theft, burglary or by malicious act or by third party.
- c. Estimate of loss.
- **d.** Proof of ownership on the assets been insured. (Purchase invoice / bill or contract of right over the assets been held / used). This may not required, if the same was submitted during inception of this policy or respective item was identified and specified in the policy.
- e. Service engineer's report / quotation/ observation/ recommendation.
- f. Police final report. (Not required for claim estimated up to ₹50,000/-).
- g. Asset register as on date of loss (For building, Stock, Plant and Machinery, Furniture Fixture and Fittings)
- h. Re-instatement bills and payment proofs. (In case of re-instatement)

• Escalation Matrix

- Level 1 contactclaims@universalsompo.com
- Level 2 grievance@universalsompo.com
- Level 3 gro@universalsompo.com

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.

The grounds for cancellation of the policy by Us, can be only on the grounds of mis- representation, nondisclosure of material facts, fraud or non-co-operation of the insured.

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.

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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:

- > Step 1
- a. Contact Us
 - 1-800-224030/1-800-2004030
- b. E-mail Address: <u>Contactus@universalsompo.com</u>

Policy Wording – Burglary Policy (Commercial) UIN. IRDAN134CP0076V01202122



- c. Write to us Customer Service Universal Sompo General Insurance Company Limited Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708
- d. Senior Citizen Number: 1800 267 4030

> Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsompo.com

Drop in Your concern

Grievance Cell: Universal Sompo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

- Walk into any of our nearest branches and request to meet the GRO
- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

> Step 3:

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sompo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road,Airoli, Navi Mumbai, Maharashtra - 400708

Email : gro@universalsompo.com

For updated details of grievance officer, kindly refer the link <u>https://www.universalsompo.com/resourse-grievance-redressal</u>

\succ Step 4.

Bima Bharosa Portal link : <u>https://bimabharosa.irdai.gov.in/</u>

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 <u>www.irdai.gov.in</u>, or of the General Insurance Council at <u>https://www.gicouncil.in/</u>, the Consumer Education Website of the IRDAI at <u>https://www.policyholder.gov.in</u>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <u>https://www.cioins.co.in/Ombudsman</u> Note: Grievance may also be lodged at IRDAI <u>https://bimabharosa.irdai.gov.in/</u>

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

Office Details	Jurisdiction of Territory,District)	Office	Union
AHMEDABAD	Gujarat,		
Office of the Insurance Ombudsman, Jeevan	Dadra &	Nagar	Haveli,
Prakash Building, 6th floor, Tilak Marg, Relief	Daman and Diu.		

	Universal Sompo General Insurance Suraksha, Hamesha Aapke Saath
Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Suraksha, Hamesha Aapke Saath
BENGALURU-Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078.Tel.: 080 - 26652048 / 26652049Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
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 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road,	Delhi & Following Districts of Haryana - Gurugram, Faridabad , Sonepat & Bahadurgarh

	Universal Somp General Insuran Suraksha, Hamesha Aapke Sa
New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Suraksha, Harnesha Aapke Saa
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	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 Email: bimalokpal.hyderabad@cioins.co.in	
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	

	Universal Sompo General Insurance
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082/3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.: 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	
NOIDA 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	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNEOffice 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.: 020-24471175Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.