

BURGLARY AND HOUSEBREKING POLICY (BUSINESS PREMISES)

WHEREAS the Insured described in the Schedule hereto (hereinafter called “the Insured”) by a proposal and declaration (Dated as stated in the said Schedule) which shall be the basis of this contract and is deemed to be incorporated herein has applied to

Atlas Insurance Limited

(hereinafter called “the Company”) for the Insurance hereinafter contained and has paid or agreed to pay the premium stated in the said Schedule as consideration for such insurance in respect of Burglary and Housebreaking consequent upon actual forcible and violent entry into or exit from the premises of occurring during the period of insurance stated in the said Schedule or during any period for which the Company may accept payment for the renewal of this Policy.

Now therefore this policy witnesseth as follows:

If at any time during the said period or during the continuance of this Policy by renewal the property or any part thereof, described and included in the aforesaid proposal and in the Schedule hereto and belonging to the insured, or held by the insured in trust or on commission and for which the insured is responsible, whilst contained within the Premises, which expression shall include the offices communicating therewith but shall not include any garden or outbuilding or other appurtenances occupied by the insured and situate at the address mentioned in the Schedule, shall be lost by BURGLARY or HOUSE BREAKING consequent upon actual forcible and violent entry into or exit from the premises or if there shall be due to any such Burglary or Housebreaking then, subject to such evidence being afforded by the insured as shall satisfy the Company that the property in respect of which a claim is made has been actually lost by Burglary or Housebreaking as aforesaid, and subject also to the following Conditions, and to any endorsement hereon, the Company shall pay or make good to the insured such loss to the extent of the intrinsic value of the property so lost and such damage to the amount so sustained, but not exceeding in the case of the said property the sum or sums of money insured thereon, or in the whole the sum insured by this policy, as stated in the said Schedule.

Provided always that the due observance and fulfillment of the Conditions of this Policy, which Conditions are to be read as part of this Policy, shall be a condition precedent to any liability of the Company under the Policy.

CONDITIONS

1. This Policy shall not extend to nor cover:-
 - (a) Loss or damage due to any such theft or aforesaid, or to any attempt threat, by any of the insured's family, business staff or any person lawfully on the Premises.
 - (b) Loss or damage occasioned by hostilities, riots or civil commotion, or loot, such or pillage in connection therewith.
 - (c) Loss damage which can be insured against by a Fire or Plate, glass insurance policy.
 - (d) Loss or damage to deeds, bills of exchange promissory notes, money or securities for money, medals, coins, stamps, stamps collections, plans, patterns, models, documents of title to property, business books, manuscripts, designs, contracts or other documents, unless the same be specifically insured hereunder.
 - (e) Loss of damage to property more specifically insured.
2. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:-
 - (a) The insured shall give immediate notice thereof in writing to the company stating the, circumstances of the case. Unless such notice be received within six weeks of the happening of such event, the Company shall be under no liability for any loss or damage occurring in connection with such event. The insured shall immediately give notice or every loss damage to the police and shall take all practicable step to discover the guilty person or persons, and to recover the property lost.
 - (b) This insured shall deliver to the Company, within seven days from the date on which the event shall have come to his Knowledge, or with such further time as the Company may allow, a detailed statement in writing of the loss or damage with as estimate for the intrinsic value of each article lost, and amount of damage sustained.
 - (c) The insured shall furnish to the Company all such particulars and evidence documentary or otherwise and execute and do all such assurances and things as the Company may reasonably require to substantiate the claim, to discover and punish the guilty person or persons, to trace and recover the property lost and to recoup the Company so far may be, in respect of the amount they shall pay or be liable to pay under this Policy. The Company shall bear the expense of all such particulars, evidences assurances and things as they may require with the above objects or any or them, other than those required to substantiate the claim.
3. The Company may reinstate, repair or replace the property or premises lost or damaged, as the case may be, instead of paying the amount of the loss or damage, and may join with any other insurers in so doing in case where, the property is also insured elsewhere. Upon payment of any claim for loss under this policy the property in respect of which the payment is made shall belong to the Company.
4. If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of and nature whatsoever covering the same, whether effected by the insured or not, then the Company shall not be liable to pay nor contribute more than its rateable proportion of any loss or damage.
5. All sums which may from time to time be paid by way of compensation to the insured under this Policy in any one year of insurance shall be accounted in diminution of the Sum insured, so that in case of subsequent loss or damage during the same year the total amount payable by the Company shall not in any case exceed the Sum insured.
6. Every notice or communication to be given or made under this Policy shall be lodged in writing at any of the offices of the Company.
7. Nothing contained herein shall give any rights against the Company to any person other than the insured, and the Company will not be bound by any passing of the interest of the insured otherwise than by death, unless and until the Company shall be endorsement hereon declare the insurance to be continued.
8. The Company shall not be bound to send any notice of the Renewal premium becoming due, or to renew the Policy. The Company shall at any time by giving notice in writing to the insured by registered letter at his place of abode at last known to the Company be at liberty to determine and cancel the policy as from the date of such notice, provided that the Company shall in that event on demand return to the insured a proportionate part of the premium corresponding to the unexpired term of the Policy. If there shall be any mis-statement in or if a material fact be omitted from the proposal for this insurance this Policy shall be null and void to all intents and any premium paid thereon shall be forfeited.
9. No alteration or change in this Policy and no variation in terms or conditions of this Policy will be held valid unless the same has been signed or initialed by an Official of the Company.
10. If any question or difference shall arise touching the meaning of this Policy or its conditions or as to right obligations or liability of either party hereunder the same shall be referred to the Arbitration of some person to be appointed by both parties or, if they cannot agree upon a single arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each party, and in case of disagreement between the Arbitrators to the decision of an Umpire who shall have been appointed in writing by the Arbitrators before entering on the reference and an Award shall be a condition precedent to any liability of the Company or any sight of action against the Company.
11. If the property hereby insured shall at the time of any theft, be collectively of greater value then the sum insured thereon then the Insured shall be considered as being his own insurer of the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
12. Warranted that the premises by guarded by armed Chaukidar. Every night from 9 P.M to 6 A.M. during the currency of this Policy.