

## **BURGLARY POLICY (PRIVATE RESIDENCE)**

**WHEREAS** a Proposal for the indemnity hereinafter contained has been made to the Metropolitan Insurance Company Limited hereinafter called the "Company" by the Insured described in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein.

**Now this Policy witnesseth** in consideration of the Insured paying or agreeing to pay to the Company the premium the Company hereby agrees subject to the Terms, Exceptions and Conditions contained herein or endorsed during the period for which the Insured shall have paid the premium and the Company agreed to accept such premium to indemnify the Insured against:-

1. Loss of or damage to the Property insured or any part thereof whilst within the premises (which premises shall not include any garden, veranda, yard or open out-building or other buildings not in enclosed communication with the main building) by theft following upon actual forcible and violent entry into or exit from the premises.
2. Damage to the premises falling to be borne by the Insured arising out of such entry or exit or any attempt thereat.

and the Company will pay the value of the loss or damage to the property so lost or damaged including the value of damage to the premises to an amount not exceeding in total the sum insured in the Schedule.

### **EXCEPTIONS**

The Company shall not be liable for loss or damage

1. Occasioned by fire or explosion
2. to plate glass

3. occasioned by any person lawfully on the premises or directly or indirectly caused or brought about by any member of the insured's household or domestic staff or due to the wilful or negligent act or with the connivance of the Insured.
4. to property more specifically insured or unless specified in the schedule cash bank and currency notes bills of exchange promissory notes cheques postal and money orders postage revenue or other negotiable stamps savings certificates of like nature; or business books plans drawings patterns designs moulds models precious stones platinum gold or silver articles bullion coins medals stamp collection clips trophies curiosities sculptures manuscripts or rare books or works of art unless the same be specifically insured hereunder.
5. caused by or arising from war invasion, act of foreign enemy hostilities or warlike operation, (whether war be declared or not) Civil war mutiny military or popular uprising insurrection rebellion revolution military or usurped power martial law or state of siege or whilst engaged in any of the events or causes which determine the proclamation or maintenance of martial law or state of siege or whilst engaged in any Military Naval or Air Force operation or from participation in any riot strike or civil commotion.
6. directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exception combustion shall include any self sustaining process of nuclear fission.
7. directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
8. arising while the premises are in the occupation of a sub-tenant unless the Company has previously been advised of sub-tenancy and the policy has been endorsed accordingly.
9. occurring while the premises are left unoccupied for a longer period than 90 days in any one year of insurance whether at one time or in the aggregate unless such further non-occupancy be previously notified to the Company and covered by the payment of an extra premium which the Company shall have accepted.

## **CONDITIONS**

1. The Insured shall take all reasonable precautions for the safety of the property hereby insured as regards the selection and supervision of the employees securing all doors and windows and other means of entrance to the premises.
2. On the happening of any event which may give rise to a claim under this Policy and the Insured shall become aware of any loss or damage immediate notice be given to the Company. The Insured shall deliver to the Company a Statement of the loss or damage sustained in the form required showing the value of each article or items stolen and details of the damage done. The Insured shall permit authorised Representatives or Agents of the Company at all reasonable times to examine the premises and shall furnish evidence satisfactory to the Company to substantiate the claim made including invoices, vouchers and proofs of value and ownership.
3. Immediately the Insured or any responsible person connected with the household of the Insured shall become aware of any loss or damage covered by this Policy notification shall be given to the Police and take all practicable steps to discover and apprehend the guilty party and to trace and recover the property lost.
4. Upon payment of any claim for loss under the Policy the property in respect of which payment is made shall belong to the Company subject to the Insured's right to reclaim it within 30 days of its recovery and upon repayment to the Company of the amount paid by the Company in respect of such property.
5. All benefit under this Policy shall be forfeited
  - a. in the event of misrepresentation, misdescription or non-disclosure in any material particular relative to the Policy or in connection with a claim thereto.
  - b. if the Insured shall neglect to take all ordinary and reasonable precautions for the safety of the property insured.
  - c. if the risk of loss or damage is increased unless such alteration be admitted to the Company and its written consent to continue the Insurance be obtained.

6. This Policy shall not be assignable by the insured to any other person otherwise than by will or operation of law unless and until the Company shall by endorsement of this Policy agree to continue the insurance in favour of the assignee.
7. This insurance shall cease to be in force if there be any other material change in the risk insured under this Policy or any change in the facts stated in the proposal unless the Company shall by endorsement agree to continue the insurance.
8. Immediately upon the happening of any loss or damage the sum insured set against any item or property insured which has been lost or damaged shall be reduced by the amount of the loss or damage and such reduced sum insured shall be the limit of the Company's Liability in respect of any further loss or damage occurring during the current period of insurance unless the Company shall agree upon payment of an additional premium to reinstate the full sum insured.
9. If at the time any claim arise under this Policy there be any other insurance covering the same risks against loss or damage the Company shall not be liable for more than its rateable proportion of any such claim.
10. The Company may at any time on giving seven days notice to the Insured by registered letter at his last known address determine and cancel this Policy as from the expiration of such notice provided that they shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired term of the Policy. The Insurance may be terminated at anytime 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.
11. Every notice or communication to be given or made under the this Policy shall be in writing and shall be sent by post addressed to the Insured at the address stated in this Policy or the address of which the Insured has last given notice to the Company or as the case may be addressed to the Company at their Registered Office and shall state the number of the Policy.
12. The Company will not be bound by any premium receipt unless given on their printed official form. No alteration in the term of the Policy and no endorsement hereon or addition hereto will be held valid unless the same is made and signed by an authorised official of the Company.

13. If the property insured at the time of the loss 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 accordingly.
14. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening at the loss or damage unless the claim is the subject of pending action or arbitration.
15. If any differences shall arise as to the amount to be paid under the Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with any Statutory provision in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.