

## **BURGLARY POLICY (BUSINESS PREMISES)**

**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.

This Insurance also extends to cover loss or damage to the property of Directors and Employees consisting of personal effects tools and pedal cycles not more specifically insured but limited to ₦50,000.00 for any one person.

### **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 family; business or domestic staff of the Insured 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. occurring while the premises are left without an inhabitant or caretaker actually in them for a continuous period exceeding four consecutive days and nights or ten days and nights in any one year of insurance 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. For the purpose of this exception "night" means the period between closing time and the usual hour for re-opening on the following day, Sundays and holidays are to be reckoned as days.

### **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 business 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
  - a. If the Insured carry on any business at the premises other than that stated in the Schedule.
  - b. 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.

**NUCLEAR ENERGY RISKS EXCLUSION CLAUSE NMA 1975  
(WORLD-WIDE EXCLUDING USA & CANADA)**

This Insurance shall exclude Nuclear Energy Risks.

For all purposes of this Insurance Nuclear Energy Risks shall mean all first party and/or third party insurances (other than Workers' Compensation and Employers' Liability) in respect of:-

i) All property on the site of a nuclear power station.

Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

ii) All Property on any site (including but not limited to the sites referred to in i) above) used or having been used for:-

(a) The generation of nuclear energy; or

(b) The Production, Use or Storage of Nuclear Material.

iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

iv) The supply of goods and services to any of the sites, described in i) to iii) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:-

i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in i) to iii) above (including contractors' plant and equipment);

ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of i) above;

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:-

1. The provision of any insurance whatsoever in respect of:-

(a) Nuclear Material

(b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

2. The provision of any insurance for the undernoted perils:-

- Fire, lightning, explosion;

- Earthquake;
- Aircraft and other aerial devices or articles dropped therefrom;
- Irradiation and radioactive contamination;
- Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

## **ELECTRONIC DATE RECOGNITION CLAUSE EDRC (B)**

### **Section 1**

This insurance does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b) any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

### **Section 2**

Notwithstanding Section 1 above, this insurance does not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

### **Section 3**

The date change to the year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purposes of this insurance.

## TERRORISM EXCLUSION CLAUSE

The insurance provided under this Policy shall not apply to the following:

Any loss, cost or expense arising out of or related to, either directly or indirectly, any "Terrorist Activity," as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense. For the purposes of this exclusion,

- A. "Terrorist Activity" shall mean any deliberate, unlawful act that:
1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
  2. includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
    - (a) promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
    - (b) influence, disrupt or interfere with any government related operations, activities or policies;
    - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
    - (d) disrupt or interfere with a national economy or any segment of a national economy; or
  3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
    - (a) hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
    - (b) hostage taking or kidnapping
    - (c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
    - (d) the use of any bomb, incendiary device, explosive or firearm;
    - (e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
    - (f) the injuring of assassination of any elected or appointed government official or any government employee;



(g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or

(h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.

B. Any of the activities listed in section A (3) above shall be considered Terrorist Activity except where the Insured can conclusively demonstrate to the insurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to

1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
2. influence, disrupt or interfere with any government related operations, activities or policies;
3. intimidate, coerce or frighten the general public or any segment of the general public; or
  4. disrupt or interfere with a national economy or any segment of a national economy.

## **TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES**

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a) biological or chemical contamination
- b) Missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the insurer allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.