

## COMBINED FIRE & BURGLARY POLICY

Whereas the Insured named in the Schedule has by a proposal and declaration which is the basis of this Contract on the date which is specified in the schedule applied to ..... (hereinafter called the Company) for the indemnity hereinafter expressed.

**Now** this Policy witnesseth that in consideration of the payment by the Insured to the Company of the First Annual Premium set out in the Schedule.

**The Company** hereby agrees, subject to exceptions, limitations and conditions contained herein or endorsed hereon, that in the event of any of the contingencies hereinafter mentioned happening during the period of insurance stated in the Schedule or in any subsequent period in respect of which the Insured shall pay to the Company and it shall accept the Premium required for the renewal of this Insurance, the Company will by payment or at its option by reinstatement or repair, indemnify the Insured as hereinafter provided:

### Contingencies

Loss or Damage caused by any of the under mentioned Perils to the Insured item(s) specified in the Schedule.

1. Fires, Lightning, Explosion, Thunderbolt.
2. Earthquake excluding any loss or damage (other than loss or damage by Fire) arising directly or indirectly from any mining operations (excluding the first  $\phi$ 10,000.00 of each and every loss).
3. Storm, Tempest, Hurricane, Tornado and Flood (excluding the first ..... of each and every loss).
4. Aircraft and other Aerial Devices or Articles dropped therefrom.
5. Bursting or overflowing of Water Tanks and Apparatus or Pipes (excluding damage caused thereto and the first ..... of each and every loss).
6. Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons not acting on behalf of or in connection with any political organisation or not

assuming the proportions of or amounting to a popular uprising with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

7. Theft following upon or followed by the actual forcible and violent breaking into or out of the premises or any attempt thereat but excluding whilst in the buildings mentioned in the schedule or any part thereof are let, lent or sub-let by the insured.
8. Impact with any of the Building by any Road Vehicle, Horses or Cattle not belonging to or under the control of the Insured or any member of his family residing with him.

## **CONDITIONS**

1. If there be any material misdescription of any property hereby insured or of any building or place in which such property is contained or any misrepresentation as to any fact material to be known for estimating the risk or any omission to state such fact the Company shall not be liable upon this Policy so far as it relates to property affected by such misdescription, misrepresentation or omission.
2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an official or duly appointed Agent of the Company shall have been given to the Insured.
3. The Insured shall give notice to the Company of any insurance or insurances already effected or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.
4. This Policy does not cover:-
  - (a) Destruction, loss or damage occasioned by or happening through War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not) Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
  - (b) Loss or damage whatsoever or any expenses whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising, radiation or contamination by radioactivity from the combustion of Nuclear fuel.

5. Unless otherwise expressly stated by Endorsement hereon, nothing contained herein shall give any right against the Company by any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement hereon declare the Insurance to continue.
6. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured in any case shall absolutely discharge the Company's liability hereunder.
7. If the property hereby insured shall, at the time of any loss be collectively of greater value than the sum insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the schedule shall be separately subject to this condition.
8. If at the time of loss or damage or liability covered by this Policy there shall be any other insurance covering such loss damage or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
9.
  - (a) The Insured shall on the happening of any loss or damage to property insured give immediate notice thereof in writing to the Company and shall at his own expense within Fifteen Days after the happening of such loss or damage deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or housebreaking or any attempt thereat he shall also give immediate notice to the Police.
  - (b) The Insured shall on receiving notice of any accident or claim arising under Section II give notice thereof in writing to the Company as soon as possible and shall supply full particulars thereof in writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
  - (c) The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
10. The Company shall be entitled
  - (a) On the happening of any loss of or damage to the property

insured to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.

- (b) To undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
11. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefit thereunder shall be forfeited.
  12. The Policy may be terminated at any time at the request of the Insured in writing to the Company and the premium thereon shall be adjusted on the basis of the Company receiving or retaining the customary short-term premium or minimum premium. The Company may also terminate this Policy by seven days' notice given in writing to the Insured at his last known address, and the premium thereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.
  13. All differences arising out of this Policy shall in accordance with and subject to the provisions of the Arbitration Act, 1961 or any statutory provisions in force 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. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 Calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder. The making of an award shall be a condition precedent to any liability of the Company or any right of action against the Company.

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