

BURGLARY AND HOUSEBREAKING INSURANCE POLICY

As the insured carrying on the business described in the schedule and no other for the purpose of this insurance, by a proposal and declaration which the insured has agreed shall be the basis of this contract and be held as incorporated herein has applied to Allianz Insurance Company Lanka Limited (hereinafter called the Company) for the indemnity hereinafter contained in consideration of the Insured paying the Company the required premium for or on account of the said indemnity, the Company agrees subject to the terms, exceptions, conditions and limits contained herein or endorsed hereon that if during any period of Insurance

- (1) The Property or any part thereof whilst within the Premises shall:
 - (a) After actual forcible and violent entry into or exit from the premises, or
 - (b) Following assault or violence or threat to the insured or to his employees or to member of this family, be stolen or damaged by thieves or
- (2) If as a consequence of such forcible and violent entry or exit or any attempted threat there shall occur any damage to the premises falling to be borne by the insured.

Then the Company will by payment or at its option reinstatement or repair, indemnify the insured against such loss or damage.

EXCEPTIONS

This policy does not cover

- (1) Loss or damage directly or indirectly occasioned by or through or in consequence of:
 - (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not)
 - (b) Civil war, mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy military or usurped power,
 - (c) Martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or stat of siege,
 - (d) Any act of any person acting on behalf or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence or loot, sack or pillage in connection with any of the aforementioned occurrences,
- (2) Any consequence of strike or riot
- (3) Loss or damage occasioned by fire or explosion, however caused,
- (4) Damage to plate glass or any decoration or lettering thereon

- (5) Loss or damage occasioned by any person awfully in the premises or directly or indirectly caused or brought about by or with the connivance of any inmate or member of the insured's household or business staff or any servant of the insured,
- (6) Loss of or damage to deeds, bonds, bill of exchange, promissory notes, cheques, money or securities for money, coins, medals, stamps, stamp collections, jewellery, watch, furs, precious metals, precious stones or articles composed of any of them, documents of title to property, contracts or other documents, business books, computer systems records, manuscripts, curios, sculptures, rate books, plans, patterns, moulds, models or designs, unless specially mentioned as insured hereunder,
- (7) Loss of money and/ or other property abstracted from a safe following the use of the key to the safe or any duplicate thereof belonging to the insured, unless such key has been obtained by assault or violence or any threat thereof,
- (8) Loss or damage happening whilst the premises are left without an inhabitant actually in them if the premises have been so left for a continuous period of thirty days,
- (9) Any loss or destruction or damage or expense whatsoever or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing 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,
- (10) Any loss or destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.

CONDITONS

This policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such specific meaning wherever it may appear.

- (1) Immediately upon having knowledge of any even giving rise or likely to give rise to a claim under this policy, the insured shall:
 - (a) Give notice to the police and render all reasonable assistance in causing the discovery an punishment of any guilty person and in tracing and recovering the property.
 - (b) Give notice thereof to the Company in writing and within seven days thereafter deliver to the Company a claim in writing, and supply all such detailed proof and particulars as may be reasonably required.

In no case shall the Company be liable for any loss or damage not discovered within seven days after the event.

(2) The insured shall take all reasonable precautions for the safety of the Property including securing all doors and windows and other means of entrance, and otherwise.

(3) In the event of a claim being made under this policy

(a) The insured shall satisfy the Company by such evidence as it may reasonably require that the loss or damage claimed has actually arisen from one of the causes insured against, and that the Property in respect of which a claim is made is not merely mislaid or missing.

(b) That Company may at any time as its own expense use all legal means in the name of the insured for recovery of any of the property lost, and the insured shall give all reasonable assistance for that purpose

(c) The Company shall be entitled to any property for the loss of which a claim is paid hereunder, and the insured shall execute all such assignments and assurance on such Property as may be reasonably required, but the insured shall not be entitled to abandon any Property to the Company.

(4) No claim shall be recoverable hereunder:

(a) If any material alteration shall be made in the Premises or in the condition of the risk as existing at the time of acceptance whereby the risk of loss or damage is increased, or

(b) If the benefit of the contract herein contained shall become vested in any person other than The Insured, unless the written consent of the Company be first obtained.

(5) All sums which may from time to time be paid under this Policy during each period of insurance shall be accounted in diminution of the respective Sums Insured, so that during any one period of insurance the total sum payable by the Company shall not exceed the sum set opposite each item of the Property or in total the Total Sum Insured.

(6) It at the time of any loss or damage there be any other insurance effected by or on behalf of the insured covering any of the Property the liability of the Company hereunder shall be limited to its ratable proportion of such loss or damage. If any such other insurance is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this policy either in whole or in part or from contributing ratably to the loss or damage, the liability of the Company hereunder shall be limited to such proportion of the loss or damage as the sum hereby insured bears to the value of the property.

(7) If a claim be made by or on behalf of the insured which shall be in any respect unfounded, fraudulent or intentionally exaggerated, or if any false declaration or statement be made in support thereof, no claim shall be recoverable hereunder.

(8) Thy Company may cancel this policy by sending seven days notice by registered letter to the insured at his last known address, and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of Insurance.

(9) All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a

single arbitrator to the decision of two Arbitrators, one to be appointed in writing, by each of the parties within one calendar month after having being required in writing so to do by the either of the parties, or in case the arbitrator do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings, ad the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve 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 deem to have been abandoned and shall not thereafter be recoverable hereunder.

(10) The due observance and fulfillment of the terms, Conditions and Endorsements of this policy by the insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.

LIMITS

The liability of the Company under this policy during any one period of insurance shall not exceed:

(a) In respect of any one item of the Property the Sum insured stated in the proposal form,

(b) In respect of damage to the premises such sum shall be sufficient to make good such damage as may fall to be borne by the insured.

(c) In respect of loss of damage to any article forming part of a pair or set, the value of the particular part or parts which may be lost or damage without reference to any special value which such par or pats may have as forming a pair or set, but in any event not exceeding a proportionate part of the Sum Insured in respect of the pair or set.

(d) In respect of all loss or damage sustained the Total Sum Insured.

If the property hereby insured shall at the time of happening of any loss or damage covered by the Policy be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own insurer for the difference shall bear a ratable proportion of the loss or damage accordingly. Every item if more than one of the Property shall be separately subject to this condition.

DEFINITION

Premises: The premises specified in the Schedule exclusive of any garden, yard or open space and any stable, garage, outbuilding or other building not communicating with the main premises unless specially mentioned.

ENDORSEMENT

The following Endorsements and Warranties only apply to this policy when specifically mentioned in the Schedule, and are subject otherwise to the terms, exceptions and conditions of this policy.

B1 –Theft Extension

The indemnity provided by this policy extended to include Theft as defined in the Sri Lank Penal Code, but this policy does not extend to include Theft arising which the Premises or any part thereof are lent, let or sub-let

B2 – Temporary Removal Extension

The Premises shall deemed to include the following in so far as the property is temporarily removed from the premises but remaining in Sri Lanka and not otherwise Insured:

- (a) Any private dwelling house, flat, hotel, club or boarding house in which the insured or any of his family normally residing in the Premises may be temporarily residing, or
- (b) Any other such building wherein the Insured during temporary absence from the premises shall have placed the property in safe custody, provided that such period of absence from the premises do not exceed thirty days in aggregate during the period of insurance, and that the indemnity provided by this Extension shall be limited to 10% of the Total Sum Insured by this Policy,
- (c) Any bank or safe deposit not being part of a furniture depository.

B3 – Watchman/Security Warranty

It is warranted that the Premises shall be guarded by watchman and/ or security personnel outside normal business hours.

B4 – Adult occupant Warranty

It is warranted that the premises containing the insured property will never be left unoccupied without an adult occupant actually therein.

B5 – First Loss

Property insured for the first loss value described in the schedule at one time of any loss or damage claimable under this policy be collectively of greater value than the full value thereof then the amount payable under this policy shall be proportionately reduced. Every item, if more than one, as described in the Schedule shall be separately subject to this condition.

Data Privacy & Protection

The Insurer is strongly committed to conducting its business in full compliance, and in accordance with applicable Data Privacy protection laws and regulations. All privacy related matters are governed by Allianz Privacy Notice which is available on the Insurer's official website <https://www.allianz.lk/data-privacy-notice.html> . The said privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Further, the Insurer is committed to keep your Personal Data only so long as necessary to fulfill the purposes for which the data was collected for or to fulfill legal obligations.

Definition:

Personal Data - means any information relating to an individual