



## Burglary Insurance Policy

Member of



Whereas the Insured by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter specified and has paid or agreed to pay the premium as consideration for such insurance in respect of occurrences as hereinafter specified happening during the period of insurance.

The Company hereby agrees, subject to the terms hereof and to the conditions herein and to any future conditions which may be annexed hereto or endorsed or otherwise expressed hereon (all of which are to be taken as part of this policy) that if after payment of the said premium and during the period of insurance stated in the schedule:

1. Any of the articles included in the schedule or in any addition to the schedule while contained within the buildings exclusively occupied by the insured mentioned in the schedule or such part thereof as are so exclusively occupied shall be lost or damaged as the result of theft, following upon actual, forcible and violent entry into and upon the premises detailed in the schedule, or any attempt thereat.

2. Any damage for which the insured shall be liable caused to the said buildings as the result of theft following upon actual, forcible and violent entry into and upon the premises detailed in the schedule, or any attempt thereat.

The Company will pay the value of or damage to the articles so lost or damaged to an amount not exceeding in respect of each item the sum expressed in the schedule to be insured thereon and also the amount of any damage referred to in Clause 2 above or in lieu of such payment the company may (at their option) reinstate or repair such Articles or buildings but the liability of the company hereunder in respect of such loss and damage shall not in any one year of insurance exceed in the whole the sum specified in the schedule as the total sum insured.

Provided always that the observance and fulfilment by the insured of the terms hereof and of the conditions herein shall be a condition precedent to any liability of the company hereunder.

## **GENERAL CONDITIONS**

1. This policy shall not cover destruction loss or damage occasioned by or happening through:

Invasion, foreign war, foreign power, civil war, state of siege, rebellions, general mobilization, revolution, political or military usurpation, acts of terrorism or sabotage, riots, strikes, popular rising or looting, any type of projectiles or any sort of explosives, bullets bombs, rockets or military devices, or acts or misdeeds or armed persons whether affiliated or not to political, military or paramilitary organizations and/or falling under the jurisdiction of de facto or de jure authorities, whether acting for their own part or on behalf of organizations for which they are responsible nor loss or damage upon the occasion of or consequent upon fire or explosion nor loss or damage insurable by a Fire or Glass Breakage insurance policy nor loss or damage which has been facilitated or in any way brought about by the crime or gross negligence of any inmate or member of the insured's household or business staff.

2. All benefits under this policy shall be forfeited if (a) the insured shall neglect to take all

ordinary and reasonable precautions for the safety of the property insured or (b) there shall have been in the proposal or in any statement made for the continuance of this insurance or in connection with a claim hereunder any misrepresentation or omission or (c) the circumstances in which the insurance was entered into shall have been altered without notice to the company and their written consent to continue the insurance.

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 or shall have reasonable cause for suspecting such loss or damage, notice thereof shall be given to the company with particulars so far as the same shall then be known and within 14 days thereafter the insured shall deliver to the company a statement of the loss or damage sustained in the form required by the company showing the value of each article or thing stolen and details of the damage done. The company shall not be liable hereunder if such discovery be not made within seven days of the commission or attempted commission of the offence. The Insured shall permit the authorised Representatives of the company at all reasonable times to examine the premises and shall furnish evidence satisfactory to the Directors of the company to substantiate the claim made including vouchers and other proofs of value and ownership. Any rights of indemnity vested in the insured against third parties for the loss or damage sustained in respect of which a claim is made hereunder may if and when the company so desire and whether the amount of the company's liability hereunder has been ascertained or not be enforced by the company for their own benefit and to the extent of their own loss and the company may use the insured's name in any negotiations actions or proceedings in connection with any claim against third parties and the insured shall render at the company's expenses all reasonable and proper assistance in any such negotiations or proceedings.

4. 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 the police shall be notified and all other practicable steps shall be taken by or on behalf of the insured to discover and punish the guilty person or persons and to trace and recover the property lost. The company may at any time at their own expense and without prejudice to any question between them and the insured take such steps as they think fit for the recovery of any of the property lost or stated to be lost and for this purpose the insured shall as and when required give all information and assistance to the company.

5. Upon payment of any claim for loss under this policy 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 after notice by the company to the insured that such property has been found and upon repayment to the company of the amount paid by them to the insured in respect of such property.

6. If at the time of any occurrence causing loss or damage covered by this policy there shall be any other subsisting insurance covering such loss or damage the company shall not be liable for more than their rateable proportion thereof.

7. If the property hereby insured shall at the time of the happening of any loss, destruction or damage be collectively of greater value than the sum insured thereon, 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 property shall be separately subject to this condition.

8. The company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against them to any person other than the insured except to a transferee approved by the company by an endorsement on the policy. Notice shall forthwith be given to the company of any devolution or death.

9. The company shall at any time on giving 7 day's notice to the insured by registered letter be at liberty to cancel this as from the date of such notice provided that they shall in that event return to the insured a proportionate part of the premium corresponding to the unexpired term of the policy.

10. Every notice or communication to be given or made under 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.

11. The company will not be bound by any premium receipt unless given on their printed official form. No alteration in the terms of this policy and no endorsement hereon or addition hereto will be held valid unless the same is made and signed by an official thereunto authorised by the company. In all cases where this policy is void or the benefit hereunder is forfeited the premiums paid in respect hereof will be retained by the company.

12. If any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator: and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively, and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire as to the amount in dispute shall be first obtained.

13. In no case whatever shall the company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

14. This insurance shall be governed by the law of the Republic of Lebanon whose only courts shall have jurisdiction in any dispute arising hereunder.

**Commercial Register N° 47526 Beirut-Lebanon. Register of Insurance Companies sub N° 201  
AND GOVERNED BY PROVISIONS OF DECREE N° 9812 OF MAY 4th 1968**