

## JEWELLER'S BLOCK INSURANCE POLICY

#### **PREAMBLE**

WHEREAS the Insured named in the Schedule hereto by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to the Liberty General Insurance Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such Insurance in respect of accident or damage occurring during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

The liability of the Company in any one Policy Period shall in no case exceed in respect of each of the several items or section specified in the Schedule hereto the Sum Insured or limit of any one loss set opposite thereof stated in the Schedule.

#### **SCOPE OF COVER**

## SECTION I: PROPERTY AT THE INSURED'S PREMISES (Applicable only if opted by the insured and shown on the schedule)

Loss of or damage to the insured property such as Jewellery, Gold or Silver ornaments or Plate, Pearls and Precious stones of any sort or kind whatsoever and/or other merchandise and material usual to the conduct to the insured's business, cash and currency notes, whilst contained in the premises, where the Insured's Business is carried on or at other premises where the insured property is deposited, such as bank lockers specified under Section I of the Schedule and caused by

- a. Fire, Explosion, Lightning
- b. Riot, Strike and Malicious Damage
- c. Burglary, Housebreaking and Theft, Robbery and Hold-up Risks only.

# SECTION II: PROPERTY OUTSIDE THE INSURED'S PREMISES (Applicable only if opted by the insured and shown on the schedule)

Loss of or damage to Jewellery, Gold or Silver ornaments or Plate, Pearls and Precious stones of any sort or kind whatsoever and/or other merchandise and material usual to the conduct to the insured's business, cash and currency notes, specified under Section II of the Schedule and carried / conveyed /distributed outside the specified premises set forth in the Schedule for the purpose of Insured's business caused by

- a. Fire, Explosion, Lightning
- b. Riot, Strike and Malicious Damage
- c. Burglary, Housebreaking and Theft, Robbery and Hold-up Risks only.

#### SECTION III: TRANSIT INSURANCE (Applicable only if opted by the insured and shown on the schedule)

Jeweller's Block Insurance Policy - Policy Wordings

Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.

Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656



Loss of or damage to Jewellery, Gold or Silver ornaments or Plate, Pearls and Precious stones of any sort or kind whatsoever and/or other merchandise and material usual to the conduct to the insured's business, cash and currency notes, whilst in transit as specified under Section III of the Schedule within the geographical area specified in the Schedule by any cause whatsoever except as hereinafter provided.

## SECTION IV: INSURED PROPERTY DURING EXHIBITION (Applicable only if opted by the insured and shown on the schedule)

All risks of direct physical loss of or damage to property insured whilst participating in a domestic and/or international exhibition including privately organized, as specified in the schedule subject to the definitions, limitations, exclusions, terms, conditions and warranties attached herewith.

## **SECTION V: OTHER PROPERTY** (Applicable only if opted by the insured and shown on the schedule)

Loss of or damage to the building, furniture, fixtures and fittings being the property of the Insured and being used in connection with the Insured's Business and whilst contained in the premises where the Insured's Business is carried on, caused by:

- a. Fire, Explosion, Lightning
- b. Riot, Strike and Malicious Damage
- c. Burglary, Housebreaking and Theft, Robbery and Holdup Risks only

Subject to the Sum Insured stated against this Section, the indemnity granted is extended to cover damage by burglars and/or thieves to the premises and/or landlord's fixtures and fittings thereof for which the Insured is legally responsible as tenant is limited to 1% of the Sum Insured under this Section.

## SECTION VI: INFIDELITY OF THE EMPLOYEES (Applicable only if opted by the insured and shown on the schedule)

Company shall indemnify the Insured against a direct pecuniary loss sustained by reason of any act of fraud / dishonesty committed by the Employee on or after the date of commencement of this Policy and during uninterrupted service of the Employee with the Insured and discovered during the continuance of this Policy or within twelve calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee within twelve calendar months of such death, dismissal or retirement whichever of these events shall first happen. Provided always that;

- The liability of the Company shall not exceed: i.
  - (a) in respect of any employee the Sum Insured stated against his name or as declared herein.
  - (b) in respect of all claims under this Policy, the Total Sum Insured.
- ii. If this Policy shall be continued in force for more than one Period of Indemnity or if any liability shall exist on the part of the Company under this Policy and also under any other Policy in respect of fraud or dishonesty of the Employee, the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of Periods of Indemnity and for any number of acts of fraud or dishonesty committed

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by the Employee shall not exceed the Sum Insured hereunder or the Sum Insured under any other such Policy as aforesaid whichever is greater.

- iii. The Company shall not be liable to pay more than one claim in respect of the action of any one Employee.
- iv. The Company shall not be bound to give notice or be affected by any notice of any trust charge lien assignment or other dealing with or relating to any contract of Insurance but the receipt of the Insured or his legal representatives shall in all cases be an effectual discharge to the Company.
- v. If required by the Company, the agent of the Insured shall in case of any loss to the Insured be permitted at all reasonable times to examine into the circumstances of such loss and the Insured shall on being required so to do by the Company produces all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way enable the Company to ascertain the correctness thereof or the liability of the Company under this Policy.
- vi. The Company shall be entitled at its own expenses and for its own benefit, in the name of the Insured to prosecute all claims and exercise all rights of action competent to the Insured against the Employee in respect of any act insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights.
- vii. For the purpose of identifying Employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise, due notice thereof in writing shall be given by the Insured to the Company.
- viii. Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

## SECTION VII: PLATE GLASS

#### (Applicable only if opted by the insured and shown on the schedule)

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify, the Insured to the extent of the intrinsic value of any Plate Glass described in the Schedule accidentally Damaged ("Damage" as hereinafter defined) or any loss due to any fortuitous event not hereinafter excluded in respect of each item the Sum Insured thereon expressed in the Schedule or in the whole in any one Period of Insurance the Total Sum Insured hereby or such sum or sums as may be substituted thereof by endorsement hereon or attached hereto signed by or on behalf of the Company.

## Section VIII: SIGNAGE (Applicable only if opted by the insured and shown on the schedule)

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured for damage to any signage due to any fortuitous event not hereinafter excluded, any time during the Period of this Insurance and within

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the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or on the whole the Total Sum Insured hereby.

# SECTION IX: ELECTRONIC EQUIPMENT INSURANCE (Applicable only if opted by the insured and shown on the schedule)

The Company hereby agrees with the Insured to indemnify any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

This coverage shall apply to the Insured items only after successful completion of their Performance / acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

#### Section X: PORTABLE EQUIPMENTS (Applicable only if opted by the insured and shown on the schedule)

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent of the intrinsic value of the property of the Insured or member(s) of his family, so lost, destroyed or damaged, by Fire, Riot and Strike, Theft or Accident, from any fortuitous cause, any time during the period of this Insurance and within the limits stated in the Schedule hereto, provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total Sum Insured hereby.

## Section XI: EMPLOYEE COMPENSATION (Applicable only if opted by the insured and shown on the schedule)

The Company subject to the terms exclusions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance any Employee or Employees of the Insured shall sustain Injury by accident arising out of and in the course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then the Company shall indemnify the Insured upto the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent.

Provided always that in the event of any change in the Law(s) or the substitution of other legislation therefor, this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

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It is clearly agreed and Understood that the Insured shall be bound at all times to declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated.

In case of increase in Employees or Wages subsequent to insurance, Insured shall keep the Company intimated and obtain endorsement by payment of necessary additional premium.

The Insured shall as and when require by the Company permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof if so required the Company.

#### **BASIS OF SUM INSURED**

Section I:	The Sum Insured under Section I, II & IV should represent the
Property at the	purchase invoice (cost price) of gold or silver ornaments or plate,
Insured's premises	pearls and precious stones of any sort or kind whatsoever and/or
-	other merchandise and material used to conduct the insured's
Section II:	business plus any additional expense incurred on glazing, art work
Property outside the	&/ or finishing of Jewellery, freight & duty paid but not exceeding
insured's premises	10% of the purchase invoice (cost price).
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Section IV:	The basis of sum insured for cash & currency notes will be the
Insured property during	maximum value at risk at any one point of time during the Policy
exhibition	Period.
Section III:	The sum Insured under this Section should represent the annual
Transit insurance	carrying limit of transit.
Section V: Other property	The sum insured under this Section should represent the
	reinstatement value of the Property insured.
Section VI: Infidelity of	The policy limit under this Section shall be
employees	(a) the limit stated in the Schedule in respect of any employee
	against his name and / or designation as declared herein and / or
	(b) the any one incident limit and / or
	(c) the limit in respect of all claims under this Policy for the policy
	period
Section VII: Plate glass	The Sum Insured under the Section would be the current market
	value (i.e. new replacement cost less depreciation).
Section VIII: Signage	The Sum Insured under the Section would be the current Market
	Value
Section IX: Electronic	The Sum Insured shall be equal to the cost of replacement of the

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	General Insurance
Equipment	insured Property by new property of the same kind and same
	capacity, which shall mean its replacement cost including freight,
	dues and customs duties, if any and erection costs.
	The Sum Insured of the equipment insured under this section shall
	include the value of 'System Software'.
Section X: Portable	The Sum Insured under the Section would be the current market
Equipment	value (i.e. new replacement cost less depreciation).
Section XI: Employee	The Sum Insured under this section would be the limit of liability
Compensation	opted by the insured

## EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

- 1. War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil, war, rebellion, revolution, insurrection, military or usurped power, martial law.
- 2. Loss or damage arising from detention, confiscation, nationalization, requisition, occupation or willful destruction by or under the order of the Government or any public or local authority.
- 3. Any liability of whatsoever nature, directly or indirectly, caused by or contributed to by or arising from ionizing, radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material or any source whatsoever.
- 4. Losses resulting wholly or partially from any negligent act or omission of the Insured or its agents
- 5. Loss of or damage under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.
- 6. The Company shall not be liable in respect of losses arising elsewhere than in India, unless agreed in advance by the Company and consideration being paid.
- 7. Any consequential losses of any kind by way of loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, increased cost of working, delay, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends)
- 8. Legal liability of any kind
- 9. Any fact or matter or circumstance of which the Insured was, or ought reasonably to have been, aware at the commencement of the Policy Period.
- 10. Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated
- 11. Under any of the following circumstances the insurance ceases to attach unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :
  - a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
  - b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
  - c) If the interest in the property passes from the insured otherwise than by will or operation of law.

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- d) Any such action of the insured, which increases the risk exposure.
- 12. For interest and/or penalty imposed on the Insured under any law or otherwise.
- 13. Terrorism Damage Exclusion Warranty

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

In the event of any claim arising hereunder for loss of damage to the Property covered by this Policy, the Insured shall, if so required and as a condition precedent to any liability of the Company, prove that the loss or damage was not directly or indirectly occasioned by happening through or in consequence of the above excepted circumstances or causes.

## EXCLUSIONS (APPLICABLE TO SECTIONS I, II, III & IV)

The Company shall not be liable in respect of:

- 1. Loss of and/or damage to the Property insured which may be sustained whilst the same is being actually worked upon or from any process of cleaning, repairing or restoring and directly resulting there from.
- 2. Loss, destruction or damage to any machine, arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular machine, so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- (a) Property missing during inventory taking in respect of which no claim has been previously notified unless the loss be proved by the Insured to be due to a peril insured by the Policy.
  (b) Loss of and/or damage to Property insured due to mysterious circumstances /disappearance or unexplained reasons.
- 4. Loss of and/or damage to the Property insured whilst the same is being worn or used by the Insured or any director or partner of the Insured or their spouses, member of their families, relatives or friends or whilst in their custody for this purpose.

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- 5. Loss of and/or to the Property hereby insured whilst any public exhibition whether promoted or financially assisted by any Public Authority or by any Trade Association or otherwise unless specifically opted by the insured and covered by payment of additional premium.
- 6. Theft or disappearance of Property hereby insured from road vehicles of every description owned or hired by or under the control of the Insured and/or Insured's directors, partners, agents authorized representatives where such vehicles servants, or are left unoccupied/unattended.
- 7. Loss or damage occasioned by loot, sack, spillage or pilferage.
- 8. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
- 9. Loss or damage caused by or arising from depreciation, gradual deterioration, wear and tear, moth, vermin and mildew.
- 10. Loss or damage to any items of glass, crockery, porcelain, chinaware and other articles of brittle or fragile nature unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
- 11. Loss or damage occasioned by theft or dishonesty or any attempt thereat committed by or where such loss or damage has been expedited or in any way sustained or brought about by
  - a) any of the Insured's family members or directors
  - b) any servant or traveler or messenger in the exclusive employment of the Insured.
  - c) any customer or broker or broker's customer or angadia, cutter or goldsmith in respect of the Property hereby insured entrusted to them by the Insured and/or Insured's servants or agents.
- 12. (a) Loss or damage occurring whilst in transit in India or ultimate destination outside the Geographical area stated in the Schedule.
  - (b) Loss or damage to Property hereby insured intended for export from the time such Property leaves the Insured's premises in the ordinary course of process for transit and during transit for delivery to customs or carrier or post office.
  - (c) Loss or damage to Property imported whilst in transit from the time delivery is taken from the post office or the carrier or customs as the case may be until delivered at the Insured's Premises.
- 13. Any loss following use of the key to the Safe or in built locker as applicable or any duplicate thereof belonging to the Insured or person in whose custody the insured Property is, unless such key has been obtained by threat or by violence.
- 14. Loss or damage to Property insured whilst in window display at night or whilst kept out of Safe after business hours.
- 15. Loss or damage occasioned by or through or in consequence, directly or indirectly of any of the following occurrences namely;
  - Earthquake, cyclone, typhoon, hurricane, tornado, flood, storm, tempest unless a) specifically covered by payment of additional premium.
  - b) Subterranean fire or atmospheric disturbances.
  - c) Loss or damage to computer system records.
- 16. Kimberly Process Exclusion Clause

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This insurance excludes any loss, damage, cost or expense of whatsoever nature directly or indirectly arising from confiscation or seizure as a result of non-compliance with, or any breach of the requirements of the Kimberley Process Certification Scheme.

The Kimberley Process Certification Scheme is a joint initiative of the various governments, international diamond industry and civil society to stem the flow of conflict diamonds – rough diamonds that are used by rebel movements to finance wars against legitimate governments.

- 17. Property or money not directly relating to the business of the Insured and/ or Contraband or Stolen money
- 18. Loss or damage to goods entrusted to the Insured by private clients and/or customers solely for safe custody.
- 19. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.

## **EXCLUSIONS APPLICABLE TO SECTION V**

The Company shall not be liable in respect of:

- 1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the policy.
- 2. Loss, destruction or damage to any machine, arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular machine, so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- 3. Expenses necessarily incurred on:
  - a) Architects, Surveyors and Consulting Engineer's Fees and
  - b) Debris Removal

by the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

- 4. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
- 5. Loss by theft during or after the occurrence of any insured peril except as provided under riot, strike and malicious damage cover.
- 6. Any loss or damage occasioned by or through or in consequence directly or indirectly by earthquake, volcanic eruption or other convulsions of nature.
- 7. Gold or Silver articles, watches, any precious metals, articles made from any precious metals, jewellery, precious stones, medals, coins, stamp collections, coin collections, curios, sculptures, manuscripts, rare books or documents of any kind.

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- 8. Deeds, bonds, bills of exchange, treasury or promissory notes, bank notes, money or securities for money, ATM cards, credit cards, charge cards, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps, plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
- 9. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
- 10. Loss or damage caused by or arising from depreciation, gradual deterioration, wear and tear, moth, vermin and mildew.
- 11. Loss or damage occasioned by loot, sack, spillage or pilferage.
- 12. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.

## EXCLUSIONS APPLICABLE TO SECTION VI

The Company shall not be liable in respect of:

- 1. Any fraudulent or dishonest act of an Employee not discovered within 12 months of the date upon which such Employee ceased to be an employee of the Insured for any reason;
- 2. Any expenses incurred by the Insured in establishing the existence of or quantification of any fact or matter giving rise to a Claim under this Policy;
- 3. The Company shall not be liable to make any payment hereunder if the nature of the Business of the Insured or the duties or conditions of service of any of the Employed shall be changed or the remuneration of any of the Employed reduced or its basis altered without the sanction of the Company or if the precautions and checks for securing accuracy of the accounts mentioned in the said Proposal and correspondence relative thereto shall not be duly observed or if the Insured shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.
- 4. If at the time of any loss arising under this Policy there be any other subsisting guarantee or security in respect of the acts or defaults of the person or persons Employed the Company shall not be liable to pay or contribute more than its rateable proportion of such loss.
- 5. The Company shall not be liable for any unexplained losses or shortages discovered at stock taking nor any further loss in respect of the Employee concerned upon or after the discovery of a default committed by such Employee.

## EXCLUSIONS APPLICABLE TO SECTION VII

The Company shall not be liable in respect of:

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- 1. Damage arising from the Plate Glass being worked upon in any manner or during its removal or replacement or arising out of or in course of alterations to the Premises.
- 2. Frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
- 3. Scratched, cracked or imperfect Plate Glass.
- 4. Disfiguration or scratching or damage to glass other than fracture extending through the entire thickness of glass;
- 5. Breakage of glass not completely and securely fixed;
- 6. Damage as a result of faulty workmanship and/or defective design of frames or framework or fittings or fixtures of any description.
- 7. Costs of recreating any glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing on the damaged Plate Glass unless such is specifically declared for insurance hereon.

## **EXCLUSIONS APPLICABLE TO SECTION VIII**

The Company shall not be liable in respect of:

- 1. Damage arising from the Signage being worked upon in any manner or during its removal or replacement or arising out of or in course of alterations to the Premises.
- 2. Any loss or damage due to defective design or workmanship by the manufacturer or supplier.
- 3. Fusing or burning out of any bulb and/or tubes arising from overrunning, overheating, excessive pressure, short circuiting, arcing, heating or leakage of electricity from whatever cause (lightning included).

## EXCLUSIONS APPLICABLE TO SECTION IX

The Company shall not be liable in respect of:

- 1. Loss and / or damage due to cessation of work whether total or partial. Cost Incurred/time involved in the movement of machinery and/or any other property and / or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged. Loss and / or damage due to derangement of the Insured Property not accompanied by damage otherwise covered by this Policy. Loss and / or damage due to the Property covered under this Policy falling under the terms of the maintenance agreement.
- 2. Loss and / or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at Sonic or Supersonic speeds.
- 3. Loss and / or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company or not;
- 4. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- 5. Any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;

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- 6. Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
- 7. Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- 8. Loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- 9. Aesthetic defects, such as scratches on painted polished or enameled surfaces.
- 10. Loss and or damage to application software, unless agreed in advance and mentioned in the Policy.

## **EXCLUSIONS APPLICABLE TO SECTION X**

The Company shall not be liable in respect of:

- 1. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curious, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
- 2. Over winding, denting or internal damage of watches and clocks.
- 3. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travellers' cheques, business books or documents.
- 4. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.

#### EXCLUSIONS APPLICABLE TO SECTION XI

The Company shall not cover liability of the Insured:

- 1. For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.
- 2. Accident occurring at any other place than the Place or Places of Employment specified in the Schedule, unless the Employee was at such other place whilst on duty for the purpose of the Business and on the directions of the Insured or any of its official authorized to exercise control and supervision over the Employee.
- 3. For Occupational Diseases contracted by an Employee



- 4. Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee
- 5. For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Schedule
- 6. For Injury sustained by person whilst in the employ of the Insured otherwise than in the Business and/or who has is not declared for insurance under this Policy.
- 7. Assumed by agreement which would not have attached in the absence of such agreement
- 8. For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- 9. For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
- 10. For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

## **DEFINITIONS**

- 1. **"Fire"** means combustion which is accidental with respect to the insured, accompanied by visible flame or glow excluding destruction or damage caused to the property insured by its own fermentation, natural heating or spontaneous combustion, its undergoing any heating or drying process and burning of property insured by order of any Public Authority, including damage by fire initiated from such causes to the said property. However, ensuing damage by spread of fire to other property insured is payable provided such damage is not caused by peril otherwise excluded under the policy.
- 2. **"Lightning"** means Damage Directly caused by sudden electrostatic discharge during an electrical storm between electrically charged regions of a cloud
- 3. "Explosion" means Damage excluding loss, destruction of or damage
  - a. to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion,
  - b. caused by centrifugal forces.
- 4. **Riot, Strike and Malicious Damage:** Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by
  - a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
  - b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
  - c. Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
  - d. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
- 5. **"Burglary or Housebreaking"** means theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft.

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- 6. **"Theft"** means the dishonest misappropriation of Insured's property with the intention of permanently depriving the Insured of the property by the person or persons other than the insured's employees or their representatives acting on behalf of the insured. (Theft is an optional cover under the policy and needs to be specifically opted for by payment of additional premium)
- 7. **"Robbery"** means the theft of contents at the insured premises using unforeseen, aggressive and violent means against the insured and / or their employees.
- 8. **"Hold-up"** means forcible removal by actual or threatened violence against the Insured or Employee(s) of the Insured.
- 9. **"Money"** means Cash, current coins, Bank and Currency Notes, Cheques, Postal Order, Current postage stamps which are not part of a collection and luncheon Voucher.
- 10. "Angadia" is like a courier service for carrying goods within India working on a commission basis.
- 11. **"Employee(s)"** means, the category of employees named in the Schedule and/or persons who have entered into a contract of service with the Insured, but shall not include persons or persons within a category of employees whose employment is of a casual nature and/or who are employed other than for the purposes of the Business.
- 12. **"Exhibition"** means is an organized presentation and display of items, which may usually occur within museums, galleries and exhibition halls or designated ground and World's fairs.
- 13. **"Furniture, Fixtures and Fittings"** means movable **furniture, fixtures** or other equipment that have no permanent connection to the structure of a building or utilities.
- 14. "Insured" means the person or organization named in the Schedule.
- 15. **"Insured's Premises"** means the premises named in the Schedule from which the Insured operates his Business.
- 16. **"Intrinsic Value"** means reinstatement value of insured property or item less due allowance for betterment, wear and tear and/or depreciation
- 17. **"Policy"** means the proposal, the Schedule, the policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
- 18. **"Policy Period"** means the period commencing from effective date and hour as shown in the Schedule and terminating at midnight on the expiry date as shown in the Schedule.
- 19. **"Reinstatement Value"** means the cost of replacing or reinstating on the same site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to special provisions contained elsewhere in this Policy.
- 20. **"Safe"** means a strong cabinet within the Insured's Premises designed for the safe and secure storage of valuable items, and access to which is restricted. It is preferable to have this fixed to the wall or floor of the premises which will prevent the carrying away of the safe itself.
- 21. "Schedule" means the Schedule attached to and forming part of this Policy.
- 22. **"Sum Insured"** means the amount stated in the Schedule, which is (save as expressly stated to the contrary) the maximum amount (regardless of the number of amount of claims made or the number of the insured's who make a claim) for any one claim and in the aggregate for all claims for which the Company will make payment in relation to the Section to which the Sum Insured relates during the Policy Period.

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- 23. "Plate Glass" means completely and securely fixed flat glass within the Insured Premises (including Plate Glass of display / show windows of the Premises) and described in the Schedule excluding its glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing unless specifically described and declared for insurance.
- 24. "Frames" and "Framework" shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.
- 25. "Accidental" means a circumstance that is sudden, unexpected and unintentional damage not excluded under the policy.
- 26. "Business" means the business carried on at the Insured Premises as described in the Schedule.
- 27. **"Signage"** means advertising displays, hoardings, Glow signs, neon signs, LED signs, LCD signs, any digital signs, any sort of display intended to convey information and described in the schedule.
- 28. **"Occupational Disease"** means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees' Compensation Act. 1923 contracted by an Employee due to employment in the Business.
- 29. **"Wages"** means the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment;

## **GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)**

1. This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear.

#### 2. Due Observance

The due observance and fulfillment of the terms, provision conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

#### 3. Due Diligence

The Insured shall use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any loss under this Policy.

- 4. The Company shall not be liable to make any payment under this Policy is respect of any loss or damage if discovery thereof be not made within 15 days of the happening of the same.
- 5. In case of any loss or damage of any kind whatsoever, it shall be lawful for the Insured, or Insured's factors, servants or assignees to make all efforts for the defense, safeguard and recovery of the aforesaid subject matter of this insurance or any part thereof without prejudice to this insurance or waiver of the Insured's rights hereunder.

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#### 6. Reasonable Care

- a. The Insured shall take all reasonable precautions for the safety of the Property as regards selection and supervision of Employees, securing all doors and windows and other means of entrance or exit otherwise and shall not withdraw or vary the protection and/or safeguards as are referred to in the proposal form to the detriment of the interest of the Company without its consent.
- b. If the value of Property at any place were in excess of Rs. 2 Lacs, the same should be stored overnight or during non-business hours in a burglar proof safe.

#### 7. Record Keeping

The Insured shall keep a daily record of the Property (quantity, quality and value) both on the Insured's Premises and entrusted to any persons covered under the Policy. Such record shall be deposited in a secured place on the Insured's Premises. Preferably a copy must be maintained at a place other than the Insured's Premises. The record should be produced as documentary evidence in support of a claim under the Policy.

The Insured shall keep proper stock and account books in which all sales and purchases are recorded. The Insured shall also maintain a separate register for deposit and withdrawals of stock from bank lockers.

Maintenance of record of Employees/Wages: The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.

#### 8. Entrustment

The Insured shall ensure that the person to whom the Property insured is entrusted to maintain a daily record of the Property (quantity, quality and value) entrusted to them. Such records shall be deposited in a second place and produced as documentary evidence.

#### 9. Jangad Slip

Jangad/any other entrustment Slip should be pre-numbered serially and must be prepared in duplicate and copies produced as documentary evidence in support of a claim under the Policy. The Jangad Slip should show the number, pieces of diamond/jewelry delivered and the weight in carats. A separate register should also be maintained for entering the details of the Jangad Slip serially.

#### **10.** Personal Conveyance Clause

This Insurance only covers the Property insured in transit when in the "close personal custody and control" of an individual designated in this Insurance and subject to the individual limitations if any as specified in the Schedule attached. For the purpose of this clause, "close personal custody and control" means that the Property insured shall be held by, or attached to, or within sight and not more than arm's length reach of the designated individual at all times whilst in transit, subject to the Hotel/Motel Clause. A negligent or voluntary relinquishment of "close personal custody and control" over the Property insured by the designated individual will



not constitute a loss for the purposes of recovery hereunder, and will result in an immediate cessation of coverage, subject to the Hotel/Motel Clause. Losses due to the infidelity of the designated individual are excluded.

### 11. Hotel/ Motel Clause

In respect of stay risks, this Insurance only covers the Property insured when in the hand or sight of the Insured and/or Insured's Employee(s) and/or representative(s) or when deposited in either bank safe deposit vault or in the safe of a Hotel or Motel and/or whilst in custody of customs. For the purpose of this clause, coverage in respect of a safe in a Hotel/ Motel room will be operative only when the room is occupied or the insured Property is contained in a safe and/or vault. This insurance excludes loss of or damage to the insured Property from unattended Hotel/Motel rooms.

#### 12. Storage at Residence Clause

It is agreed and understood between parties that whenever the Insured and/or Insured's representatives take any insured goods home, these goods have to remain under the personal and permanent supervision of an adult person unless locked in a safe at private dwelling house.

#### 13. Maintenance of Keys Clause

The keys to the Insured's Premises and/or Safe shall not be left on the Insured's Premises out of business hours unless such premises are occupied by the Insured or any authorized Employees of the Insured; in which case, such keys if left on the premises shall be deposited in a secured place.

### 14. Pair or Sets Clause

In the event of loss or damage to any article forming part of a pair of set, the Company shall pay the value of the particular part or parts without reference to any special value of the part or parts forming part of pair or set, but in any event the Company's liability shall not exceed the proportionate part of the Sum Insured in respect of the pair or set.

#### 15. Mis-representation/ Mis-description/ Non-Disclosure

The Policy shall be void and all premium paid hereon shall be forfeited by the Company in the event of misrepresentation, mis-description or non-disclosure of any material particular.

No claim shall be recoverable hereunder if any change shall be made in the premises or in the conditions of the risk as existing at the time of acceptance unless the Company shall by endorsement hereon declare the insurance to be continued.

The Company shall in no case be bound to accept any notices of any transfer of interest arising hereunder and nothing hereunder contained shall give any right against the Company to any person other than the Insured.

## 16. Duties and Obligations on Occurrence of An Insured Event

Upon the happening of any event giving rise to a claim under Policy coming to the knowledge of the Insured:

a. The Insured shall immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report to the Company within 24 hours and take all practicable steps to discover the guilty person or persons and to

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recover the Property lost or stolen and to prosecute and obtain the conviction of such person or persons for the offence.

- b. The Insured shall deliver to the Company within fourteen days from the date on which the event shall have come to his knowledge a detailed statement in writing of the loss or damage with an estimate of the actual value of such articles lost and the amount of the damage sustained.
- c. The Insured shall permit the authorized representatives of the Company to examine the premises and books of accounts and shall furnish all explanation voucher proof of ownership and other evidence to substantiate the claim and the Company may if deemed necessary require corroborative evidence of the statements of the Insured or of any member of Insured's family or Insured's Employees in support of any claim.
- d. The Insured shall take all practicable steps to trace and recover the Property and in the event of theft or damage (direct or indirect) to discover the person by whom the Property was stolen or damage and to prosecute and obtain the conviction of such person for offence and trace and recover any Property stolen.

#### 17. Basis of Loss Settlement

The Company at any time before payment of a claim and notwithstanding that an offer of settlement has been made instead of paying the amount of the loss or damage in respect of any Property may make it good by reinstating or replacing any of the Property lost or damaged or such item or parts thereof as the Company may think fit and paying the amount of loss or damage in respect of the residue of such Property. Provided that if the Company elects to replace any Property, the Company in making good of the loss or damage shall not be bound to replace or reinstate such Property exactly and completely but only to do so substantially as nearly as circumstances permit and in a reasonably sufficient manner. In cases where any of the Property is insured elsewhere, the Company may join with any other insurance company or insurers in replacing or reinstating the same.

#### 18. Maintenance of Sum Insured

Immediately upon the happening of any loss or damage, the Sum Insured shall be reduced by the amount of loss or damage and such reduced Sum Insured shall limit the Company's liability in respect of any further losses or damages occurring during the current period of the Policy unless the Company consents upon payment of pro-rata additional premium by the Insured for the unexpired period of the Policy to reinstate the full Sum Insured.

#### 19. Contribution

If at the time of any loss or damage there shall be any other subsisting insurance against such loss or damage, the Company shall not be liable for more than its retable proportion of such loss or damage.

#### 20. Subrogation

The Insured and any claimant under this Policy shall at the expenses of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or

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damage under this Policy whether such acts and things shall be or become necessary or required before or after the insured's indemnification by the Company.

#### 21. Occupation of premises:

The Company may at any time after the occurrence of damage to the property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage and this Policy shall be proof of leave and license for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited.

Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.

No property may be abandoned to the Company.

#### 22. Condition of Average

Applicable in respect of Section I, II, IV, V, VII, VIII, IX, X of this Policy.

If the Property covered hereby on all specified premises shall at the time loss or damage by any perils hereby insured against, 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 retable share loss or damage accordingly.

Applicable in respect of Section XI of this Policy.

- i. a) If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident.
  - b) If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual wages paid during such period to determine applicability of this clause.
  - c) If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee /Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.

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ii. If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.

#### 23. Fraud

If the claim be fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on Insured's behalf to obtain any benefits under this Policy or if any destruction or damage be occasioned by the willful act or with the connivance of the Insured, all benefits under this Policy shall be forfeited.

#### 24. Cancellation

The Company may cancel this Policy by sending fifteen days written notice to the Insured at his last known address and in such event, will return to the Insured the premium paid less the prorata portion thereof for the period the Policy has been in force.

The Policy may be cancelled at any time by the Insured on fifteen days written notice to the Company and provided no claim has arisen during the Policy Period, the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period Policy has been in force. However, no refund of premium shall be due on cancellation if the Insured has made a claim under this Policy.

For a period not exceeding	Premium to be charged
15 Days	10% of Annual Rate
1 Month	15% of Annual Rate
2 months	30% of Annual Rate
3 Months	40% of Annual Rate
4 Months	50% of Annual Rate
5 Months	60% of Annual Rate
6 Months	70% of Annual Rate
7 Months	75% of Annual Rate
8 Months	80% of Annual Rate
9 Months	85% of Annual Rate
More than 9 Months	The full Annual Rate

Short Period scale is as follows mentions premium to be charged

#### 25. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Company has disputed or not accepted liability under or in respect of this Policy.

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 of the amount of the loss or damage shall be first obtained.

The applicable law in and of the arbitration shall be Indian law.

It is also hereby further expressly agreed and declared that 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 made the subject matter of a suit in a court of law, then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

#### 26. Notifications and Declarations

Any and all notices and declarations to the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

Any and all notices and declarations for Insured's attention shall be posted to Insured's address stated in the Schedule.

#### 27. Renewal

The Company shall not be bound to accept any renewal premium nor give notice that such renewal is due. No receipt for renewal premium is valid except on the official form issued by the Company.

#### 28. Entire Contract

This Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, whose approval shall be evidenced by an endorsement on the Policy.

#### 29. Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of India. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this Policy shall not be waived or changed except by endorsement issued by the Company.

#### **30.** Territorial Limits

The indemnity provided under this Policy is restricted to claims brought in India and determined according to Indian law, and the obligation of the Company to make payment shall be to make payment in Indian Rupees only.

Jeweller's Block Insurance Policy – Policy Wordings
iberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.
Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u>
Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in
IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656
UIN No: IRDAN150P0013V01201617



#### 31. Interest / Penalty:

No sum payable under this policy shall carry any interest or penalty.

### 32. Jurisdiction:

This policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.

## 33. Claim Settlement:

The company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

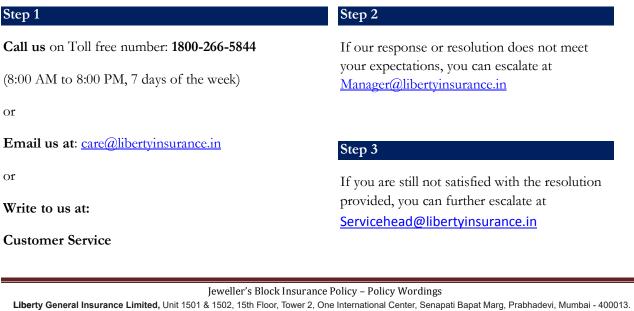
## 34. Grievance Redressal Procedure:

We assure the best customer service from our end to our valued Insured/Insured Person(s) and request you to adopt following procedure in case of any service related query or grievance.

You may communicate your query or grievances by sending a letter to below mentioned address or to your nearest branch or email at below mentioned email ID or by calling at our below mentioned call center number.

## **Grievance Redressal**

We are concerned about you and are committed to extend the best possible services. In case you are not satisfied with our services or resolutions, please follow the below steps for redressal.



Phone: +91 22 6700 1313 Fax: +91 22 6700 1606, Email: <u>care@libertyinsurance.in</u> Call Toll Free No : 1800 266 5844, website : www.libertyinsurance.in IRDA of India registration number: 150 I CIN: U66000MH2010PLC209656



Liberty General Insurance Limited, Unit 1501 & 1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai - 400013.

An acknowledgement will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by the company you may approach the Insurance Ombudsman for redressal. The details of Insurance Ombudsman offices are given below:

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office,Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203	Madhya Pradesh Chattisgarh.

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	Liberty General Insurance	
Office of the Ombudsman and Contact Details	Areas of Jurisdiction	
Email: bimalokpal.bhopal@ecoi.co.in		
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa	
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 2323481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi.	
<b>GUWAHATI</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh,	

#### Jeweller's Block Insurance Policy – Policy Wordings

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Nagaland and Tripura.
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	Rajasthan.
ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>LUCKNOW</b> Office of the Insurance Ombudsman,	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda

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Office of the Ombudsman and Contact Details	Areas of Jurisdiction
6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.

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	Liberty General Insurance
Office of the Ombudsman and Contact Details	Areas of Jurisdiction
<b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road,	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.
Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	

### **GOVERNING BODY OF INSURANCE COUNCIL**

Shri P.N. Gandhi, Secretary General

Smt Moushumi Mukherji, Secretary

3<sup>rd</sup> Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai – 400 054.

Tel: 022 – 26106889 / 671 / 980

Fax: 022 - 26106949

Email: inscoun@ecoi.co.in

For updated details of Insurance Ombudsman Offices you may visit Governing Body of Insurance Council (GBIC) website at <u>http://www.gbic.co.in/ombudsman.html</u> or our website at <u>https://www.libertyinsurance.in/customer-support/grievance-redressal</u>

## INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION

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