

JEWELLER'S BLOCK INSURANCE POLICY DOCUMENT

Whereas the **Insured** named in the **Schedule** hereto has made to _____ General Insurance Co. Ltd. (herein after called the '**Company**') a written proposal and declaration (specified in the **Schedule**) which shall be the basis of this contract and be deemed to be incorporated herein for the Insurance herein after contained and has paid the premium stated there in subject to the terms, conditions, provisions, exceptions contained herein or endorsed or otherwise expressed herein.

Now this **Policy** witnesseth that subject to the terms, exception, limitations and conditions contained herein or endorsed hereon, the **Company** will indemnify the **Insured** against loss of or damage to any property or part thereof specified in the **Schedule** occurring during the **Policy Period** stated in the **Schedule** or during any period in which the **Company** may accept payment for the renewal of the **Policy** by the perils insured against as set forth hereunder.

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

SCOPE OF COVER

SECTION I (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

Loss of or damage to **Property** insured under Items (a) to (d) under Section I of the **Schedule** whilst contained in the premises where the **Insured's Business** is carried on or at other premises where the insured **Property** is deposited as specified in the **Schedule** and caused by

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

SECTION II (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

Loss of or damage to **Property** insured under Items (a) and (b) 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** by any cause whatsoever except as hereinafter provided.

SECTION III (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

Loss of or damage to the **Property** insured whilst in transit as specified in terms (a), (b) and (c) under Section III of the **Schedule** within the geographical area specified in the **Schedule** by any cause whatsoever except as hereinafter provided.

SECTION IV (APPLICABLE ONLY IF OPTED BY THE INSURED AND SHOWN ON THE SCHEDULE)

Loss of or damage to office 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 by this Section is extended to cover damage done 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 upto 1% of the **Sum Insured** under this Section.

BASIS OF VALUATION

The basis of valuation of **Property** insured for the purpose of this Insurance shall be the **Insured's** cost or cost plus 10% unless specifically stated in the **Schedule**.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The **Company** shall not be liable for under this **Policy** 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) (a) **Property** missing at stock 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 covered by the **Policy**.
(b) Loss of and/or damage to **Property** insured due to mysterious circumstances/ disappearance or unexplained reasons.
- (3) 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.

(4) 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.

(5) 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, servants, agents or authorized representatives where such vehicles are left unoccupied/unattended.

(6) Loss or damage caused by or arising from depreciation, gradual deterioration, wear and tear, moth, vermin and mildew.

(7) 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.

(8) 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.

(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.

(9) (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**.

(10) 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.

(11) 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.

(12) Loss or damage to **Property** insured whilst in window display at night or whilst kept out of **Safe** after business hours.

(13) Any consequential loss or damage of whatsoever nature, including legal liability and delay.

(14) (a) 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 specifically covered by payment of additional premium.

(b) Subterranean fire or atmospheric disturbances.

(c) War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law.

(15) 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.

(16) 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 or 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.

GENERAL DEFINITIONS APPLICABLE TO ALL SECTIONS

The following words or terms in Bold shall have the meaning ascribed to them wherever they appear in this **Policy**, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

1 **Burglary** means the unforeseen and unauthorized entry to or exit from the **Insured Premises** by aggressive and detectable means with the intent to steal contents there from.

2 **Business** means business of the **Insured** specified in the **Schedule**.

3 **Deductible** means the amount stated in the **Schedule**, which shall be borne by the **Insured** in respect of each and every claim made under this **Policy**. The **Company's** liability to make any payment under the **Policy** is in excess of the **Deductible**.

4 **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**.

5 **Insured** means the person or organization named in the **Schedule**.

6 **Insured's Premises** means the premises named in the **Schedule** from which the **Insured** operates his **Business**.

7 **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**.

8 **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**.

9 **Property** for the purpose of Items (a), (b) and (d) under Section I and/or Items (a) and (b) under Section II and/or Items (a), (b) and (c) under Section III means jewellery, gold or silver or any precious metals or articles made from any precious metals or precious stones. For the purpose of Item (c) under Section I, **Property** means cash and currency notes.

For the purpose of Section IV, **Property** means office furniture, fixtures and fittings being the property of the **Insured** and being used in connection with the **Insured's Business**.

10 **Robbery** means the theft of contents at the **Insured's Premises** using unforeseen, aggressive and violent means against the **Insured** and/or **Insured's Employees**.

11 **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.

12 **Schedule** means the Schedule attached to and forming part of this **Policy**.

13 **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**.

GENERAL CONDITIONS

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** in 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.

6. Reasonable Care

6a. 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.

6b. 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.

8. Entrustment

The **Insured** shall cause 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/jewellery 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 arms 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 or 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, misdescription 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 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** under Section I shall be reduced by the amount of loss or damage and the **Sum Insured** under the various items specified in Section II and III of the **Schedule** shall be reduced in the same proportion as the **Sum Insured** under Section I is reduced, 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 rateable 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 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. Condition of Average

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 rateable share loss or damage accordingly. This clause shall be applicable only in respect of Section I and Section IV of this **Policy**.

22. 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.

23. 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 pro-rata 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**.

24. Arbitration

- a) 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.
- b) 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**.
- c) 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.
- d) The applicable law in and of the arbitration shall be Indian law.
- e) 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.
- f) 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.

25. Notifications and Declarations

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

26. 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**.

27. 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**.

28. 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**.

29. 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.