

M/S MANNALAL PANNALAL SETHIYA JADGAONWALA JEWELLER

H.NO.3-6-92, KASARI BAZAR, AURANGABAD, MAHARASHTRA
431001

Contact Number:

Subject: JEWELLERS PACKAGE INSURANCE POLICY NO. : 170832226120000002

Dear Sir,

Welcome to the Reliance General Insurance Family!

We are honored to have you as our valuable customer and are truly thankful that you have chosen Reliance General Insurance for your Insurance requirements.

We are pleased to inform you that you have been insured under Policy No. **170832226120000002** Attached herewith your policy document, with all the details which have been prepared based on the details furnished to us. We request you to kindly go through the same.

Should you find any discrepancy in the document, kindly write to us immediately for necessary rectification in the absence of any communication from your end, the contents and coverage of the policy shall stand accepted by you.

To enable us to serve you better, you are requested to mention your Policy Number in all your further Correspondences.

With Reliance General Insurance, you get nothing less than excellent and unparalleled services. Thanking you once again for choosing us. Look forward to a long lasting and delightful relationship.

**Yours sincerely,
Reliance General Insurance Company Limited**



Authorized Signatory

Reliance Jewellers Package Insurance
Policy Schedule

Policy Issuing Office: Reliance General Insurance Co. Ltd. 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon(East), Mumbai-400063, Maharashtra	Policy Servicing Branch Office: Reliance General Insurance Co. Ltd. C-9 & C-10, Second Floor, ~-~Abc Complex, Adalat Road, Aurangabad-431001, Maharashtra
Name of the Insured : M/S MANNALAL PANNALAL SETHIYA JADGAONWALA JEWELLER Communication address and Place of Supply : H.No.3-6-92, Kasari Bazar, Aurangabad-431001, Maharashtra	
Agent Name & Code: JAINUINE INSURANCE BROKERS PVT LTD & 17BRG276	
Branch Name & Code: Aurangabad & 1708	
Policy Number: 170832226120000002	
Details of previous policy (in case of renewal) Previous policy No: NA Date of expiry: NA	
Tax Invoice No. & Date: P031622101410 & 15/03/2022	
GSTIN/UIN of the Insured: 27AADFM9348Q1ZF	
Insured's business / occupation: Jewellery Shop	
Financial Interest: Saraswat Co- Operative Bank LTD, Branch -Aurangabad	
Address(es) of premises where the Insured's business is carried on : H.No.3-6-92, Kasari Bazar, Aurangabad-431001, Maharashtra	
Address(es) of other premises where the Insured Property is deposited: NA	
Address(es) of Bank Lockers: NA	
Geographical Area: India	
Warranty:	
Burglar Alarm Installed	Yes
Is the premises Grilled Gate	Yes
Is the Jewellery kept in locker at night	Yes
CCTV with infrared system recording facility in Night Available	Yes
Clause and Condition:	
<ul style="list-style-type: none"> Warranted 24 hours security at the Insured Premises The Insured having Installed a CCTV on the premises & Insured shall maintained these devices in working condition during current policy period. Stock & Cash should keep in a locked safe /strong room of standard make after business hours. Agreed Bank Clause. Terrorism Damage Cover Endorsement Section IV 	
Exclusion :	
<ul style="list-style-type: none"> Gradual Deterioration Deprecation Wear and Tear Theft from unattended vehicles Inventory losses Goods lost whilst worn on persons Goods at Exhibitions Duplicate key exclusion Window display after the business hours Consequential losses Nuclear Perils War & Allied Peril Mysterious Disappearance Any Direct or indirect loss by infectious or contagious disease as per Communicable Disease Exclusion Clause. 	
Money Section:-	
<ul style="list-style-type: none"> Money in transit – 5,00,000/- Intercity Transit is not covered Money should be carried by on roll employees of the client in pvt vehicles durring the office hour. " 	

- " Money should be carried by bank to shop premises and vice versa and within a radius of 25 Km
- " Liability for bodily injury caused to employees or representatives of the insured who may be attacked while carrying or handling money and/ or securities on behalf of the insured is excluded.
- Cash and currency notes referred to in the definition of Money shall mean only Indian Rupee.

Excess:- 5% of claim amount subject to minimum of Rs.10,000/- for each & every claim

Money Excess -10% of the claim amount subject to minimum of Rs 10000 /-

Class of the Risk: I

24 hrs Exclusive at the Insured Premises.

Policy Related Details:

Total Sum Insured: 2,23,00,000/-

Period of Insurance: From 00:01 hour on: **15/03/2022** To mid-night on: **14/03/2023**

Policy Tenure:12 Months

The Property Insured:

Stock and Stock-in-trade consisting of jewellery, gold or silver ornaments, plate, pearls and precious stones of any sort or kind whatsoever, cash and currency notes and or other merchandise and materials usual to the conduct of the Insured's business, belonging to and /or held in trust or on commission for which Insured is responsible.

Section I

Property insured on the premises	Sum Insured
a) Property in Display Windows	2,00,00,000/-
b) Property in locked safe on the premises	Nil
c) Property elsewhere on the premises	Nil
2) Property outside the premises (in custody / in transit / entrusted to persons)	Nil
3) Cash and currency notes	20,00,000/-
4) Property insured in bank lockers	Nil

- Warranted that all property including cash and currency notes whilst at the premises specified herein shall be secured in locked burglar proof safes at night and at all times out of business hours.
- Warranted that a separate register to record all deposits in / withdrawals from bank lockers shall be maintained.
- It is warranted that each and every premise of the Insured (which are mentioned in the Schedule of this Policy) shall conform to the above security arrangements.
- It is also warranted that compliance of all the above warranties shall be a condition precedent to admission of a claim under the Policy.

Section II

A) Property insured whilst in the custody of the Insured, his partners, directors, employees, duly constituted attorneys and sorters of diamonds employed by the Insured.	Limit of any one loss 50,00,000/-
B) Property insured excluding cash and currency notes whilst in the custody of persons such as brokers, agents, cutters or goldsmiths who are not in regular employment of the Insured.	Nil

- Warranted that if insured property with any one person specified under Section II of the Schedule hereinabove exceeds Rs.2 lakhs, the same shall be secured under an inbuilt locker of a steel cupboard after business hours at all times.

Section III

The property insured excluding cash and currency Limit of any one loss notes whilst in transit within India by-	Sum Insured
a) Registered Insured Parcel Post up to Rs. 5 lakhs or 10% Of Sum Insured under Section I whichever is less	Nil
b) Air freight	Nil
c) Angadia	Nil
d) Courier (Courier Names as per Annexure attached)	Nil

- Warranted that property in transit by means other than described hereinabove shall not be covered.
- Warranted that a minimum of 20% of the value of the property in transit by air freight shall be declared to the Airline.

Basis of Valuation	
Warranted that the basis of valuation of property other than cash or currency notes for this insurance in respect of Sections I, II & III shall be the Insured's cost plus 10% thereof.	
Section IV	
a) Office furniture, Fixtures and fittings at business premises including safes b) False ceiling lighting, furniture, fixtures, show case chairs	Sum Insured (Rs.) 3,00,000/- Nil
The coverage terms and conditions for different section shall be as per respective policy wordings filed with IRDA.	
Premium Details	Amount (Rs.)
Premium Excluding Terrorism	14,361.78
Terrorism Premium (if opted)	45.00
Net Premium	14,406.78
CGST(9%)	1,296.61
SGST(9%)	1,296.61
Total Premium (Rounded Off)	17,000.00

"GSTIN: 27AABCR6747B1ZG; SAC: 997137; Description of services: Other property insurance services"

Consolidated Stamp duty Paid vide Letter of Authorisation
NO.LOA/CSD/254/2022/(Validity Period Dt.15/02/2022 to 30/07/2022)/426" date 25 Jan 2022

**Not Applicable for the State of Jammu & Kashmir

Note: In the event of dishonour of cheque, this policy document automatically stands cancelled from inception, irrespective of whether a separate communication is sent or not.

Note:" This document shall be treated as a Tax Invoice as per Rule 9(2) of the Goods and Services Tax Invoice Rules."

The policy wording with detailed terms, conditions and exclusions are available on our website www.reliancegeneral.co.in
(Policy wordings link : <https://www.reliancegeneral.co.in/Insurance/About-Us/Downloads.aspx>)

Attached with this Policy schedule, are the Policy wording along with terms and condition, Endorsement, and Annexure. If you (Policyholder) have not received any of these, please E-mail/write to the company at rgicl.services@relianceada.com or contact us on 02248903009(Paid) within 15 days of receipt of this policy Schedule

This policy Schedule in original must be surrender to the company. In case of cancellation of the policy. In the event of any incorrect representation, the liability shall be upon the policy holder.

"In case of a renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may be subject to change."

Grievance clause:-

"For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call at 02248903009(Paid) or may write an email at rgicl.services@relianceada.com. In case the insured is not satisfied with the response of the office, insured may contact the Nodal Grievance Officer of the Company at rgicl.grievances@relianceada.com. In the event of unsatisfactory response from the Nodal Grievance Officer, insured may email to Head Grievance Officer at rgicl.headgrievances@relianceada.com. In the event of unsatisfactory response from the Head Grievance Officer, he/she may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressed of grievance. Details of the offices of the Insurance Ombudsman are available at IRDAI website www.irda.gov.in or on company website www.reliancegeneral.co.in or on www.gbic.co.in. The insured may also contact the following office of the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the Company is located:"

"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@gbic.co.in | Shri. A. K. Sahoo Office of the Insurance Ombudsman,Jeevan Darshan Bldg.,3rd Floor,C.T.S. No.s. 195 to 198,N.C. Kelkar Road,Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@gbic.co.in"

For and on behalf of
Reliance General Insurance Company Limited

Authorized Signatory

Attached To and Forming Part of the Policy No. 17083222612000002
Agreed Bank Clause

"It is hereby declared and agreed:-

i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

ii. That the receipts of the Bank shall be complete discharge of the Company there for and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause

For and on behalf of
Reliance General Insurance Company Limited



Authorized Signatory

Attached To and Forming Part of the Policy No. 17083222612000002
Terrorism Damage Cover Endorsement – Material Damage

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, 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 organization(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 cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, Para military forces, police or any other authority constituted by the government for maintaining law and order.

LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. Loss by seizure or legal or illegal occupation;
2. Loss or damage caused by:
 - (i) Voluntary abandonment or vacation,
 - (ii) Confiscation, commandeering, nationalization, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labor unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. Loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, 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 action taken in respect of an act of terrorism;
15. Loss or damage caused by mysterious disappearance or unexplained loss;

16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

*Whichever is applicable?

ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies with in the same compound /location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

For and on behalf of
Reliance General Insurance Company Limited



Authorized Signatory

Attached To and Forming Part of the Policy No. 17083222612000002
Communicable Disease Exclusion Clause

1. Notwithstanding any provision, clause or term the policy to the contrary, the policy excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and

1.2 a pandemic or epidemic, as declared by the World Health Organization or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Corona virus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to reinsured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behavior, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by the policy.

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered the policy that is affected by such Communicable Disease.

5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of the policy (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, the policy by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any reinsurance, coverage or protection under the policy that would otherwise be excluded through the exclusion set forth in this Clause.

6. If the insurer alleges that by reason of this Clause any amount is not covered by the policy, the burden of proving the contrary shall rest in the insured.

For and on behalf of
Reliance General Insurance Company Limited



Authorized Signatory

Jewellers' Package Policy Policy Wording

PREAMBLE

WHEREAS the Insured named in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Reliance General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made thereunder, the premium stated in the Schedule hereto as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy

OPERATIVE CLAUSE

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 and in manner specified hereinafter, against any loss of or damage to the property insured due to operation of any of the insured perils during the policy period.

The liability of the Company in any one period of insurance shall in no case exceed in respect of each of the several items specified in the Schedule hereto the Sum Insured or limit of anyone loss set opposite thereto or in all the total Sum Insured stated in the Schedule.

Section I

Loss of or damage to property insured under items 1) to 4) under Section 1 of the Schedule hereto due to

- a. Fire, explosion, lightning
- b. Burglary, housebreaking and hold up, robbery
- c. Earthquake, volcanic eruption, cyclone, typhoon, hurricane, tomado, flood, stom, tempest and other similar convulsions of nature
- d. Riot and strike.

Section II

Loss of or damage to property insured under items A) and B) of Section II of the Schedule hereto and carried/conveyed/distributed outside Insured's premises set forth in the Schedule, for the purpose of Insured's business by fire, robbery, hold-up, accident to the carrying vehicle during the transit and fire and burglary during storage, subject to exclusions as hereinafter provided.

Section III

Loss of or damage to the property insured whilst in transit as specified in items a), b) and c) of Section III of the Schedule hereto within the geographical area specified in the Schedule, by fire, robbery, hold-up, accident to the carrying vehicle during the transit and fire and burglary during storage, subject to exclusions as hereinafter provided.

Section IV

Loss of or damage to office, furniture, fixtures, fittings being the property of the Insured used in connection with the Insured's business whilst contained in the Insured's premises where the Insured's business is carried on, due to

- a. Fire, explosion, lightning
- b. Burglary, housebreaking and hold up, robbery

- c. Earthquake, volcanic eruption, cyclone, typhoon, hurricane, tornado, flood, storm, tempest and other similar convulsions of nature
- d. Riot and strike.

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 Insured's premises and/or landlord's fixtures and fittings therein and for which the Insured is legally responsible as tenant upto 1% of the sum insured under this Section.

PROVIDED ALWAYS THAT the Company shall not be liable under this policy for:

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 therefrom.
2. Loss or Damage due to terrorism.
3. Loss or damage due to negligence of the Insured or any director, partner, employees or any other person to whom the property is entrusted or handed over.
4. The excess as mentioned in the Schedule hereto in respect of Section II & III.
5. 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.
6. 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 wives, members of their families, relatives or friends, or whilst in their custody for this purpose.
7. Loss of and/or damage to the property insured whilst at any Public Exhibition whether promoted or financially assisted by any public authority or by any trade association or otherwise.
8. Theft or disappearance of property insured from road vehicles of every description owned or hired by or under the control of the Insured and /or their directors, partners, servants, agents or representative where such vehicles are left unattended.
9. Loss or damage caused by or arising from breakage, 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 by or in any way sustained or brought about by:
 - a. Any of the Insured's family members
 - b. Any servant or traveller or messenger in the exclusive employment of the Insured
 - c. Any customer or broker or their customer or angadias or cutters or goldsmiths in respect of the property hereby insured entrusted to them by the Insured, his or their servants or agents.
12. a. Loss or damage occurring whilst in transit in India to ultimate destination outside the geographical area stated in the Schedule

- b. Loss or damage to property insured intended for export from the time, such property leaves the Insured's premises in the ordinary course of processing for transit and during transit for delivery to customs, carrier or Post Office.
 - c. Loss or damage to property insured 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. Loss or damage arising from detention, confiscation, nationalisation, requisition, occupation or wilful destruction by or under the order of the Government or any public or local authority.
 - 14. Any loss following use of the key to the safe or any duplicate thereof belonging to the Insured, unless such key or duplicate key has been obtained by threat or by violence.
 - 15. Loss or damage to property insured whilst in window display at night or whilst kept out of safes after business hours.
 - 16. Any consequential loss or damage including legal liability and delay.
 - 17. a. Subterranean fire or atmospheric disturbances.
 - b. War, invasion, acts of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, martial law.
 - 18. Loss, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - 19. Any legal liability of whatsoever nature, directly or indirectly, caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material.
- AND 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.

CONDITIONS PRECEDENT TO LIABILITY

- 1. Book-keeping:
The Insured shall keep a daily record of the property insured (quantity, quality and value) both on the Insured's premises and deposited with other persons. Such record shall be deposited in a secured place on the Insured's premises. Preferably a copy be maintained at a place other than the Insured's premises. This record should be produced as documentary evidence in support of a claim under this policy.
- 2. Maintenance of keys:
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 authorised employee of the Insured, in which case, such keys if left on the premises shall be deposited in a secured place.
- 3. Entrustment
 - a. The Insured shall cause the persons to whom the property insured is entrusted to maintain a daily record of the property (quantity, quality) entrusted to them. Such records shall be deposited in a secured place and produced as documentary evidence
 - b. Jangad / any other entrustment slips must be prepared in duplicate and copies produced as documentary evidence in support of a claim under the policy.
 - c. The Insured shall cause the person to whom the property insured is entrusted to take all necessary, practical and reasonable steps to avoid or diminish any loss under this policy and shall act with due diligence. This shall be a condition precedent to acceptance of any liability under the company for any loss under the policy.

GENERAL CONDITIONS

The policy and the Schedule hereto shall be read together and any word or expression to which specific meaning has been attached in any part of this policy or of the Schedule shall bear such meaning wherever it may appear.

- 1. Every notice and communication to the Company required by this policy shall be in writing and be addressed to the nearest office of the Company. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this policy or alteration in the terms thereof is valid unless countersigned by an authorised official of the Company.
- 2. The Insured shall take all reasonable precautions for safety of the property insured as regards selection and supervision of employees,

securing all doors and windows and other means of entrance or exit and shall not otherwise 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.

- 3. At all times when the property is in the custody of persons covered under section II, they shall take all necessary, practical and reasonable steps to avoid or diminish any loss under this policy and shall act with due diligence. This shall be a condition precedent to acceptance of any liability under the company for any loss under this section.
- 4. This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or nondisclosure of any material fact.
- 5. No claim shall be recoverable, if any change shall be made in the Insured's premises / security and safety devices or in the conditions of the risk as existing at the time of acceptance unless the Company shall by endorsing hereon declare the insurance to be continued after the change.
- 6. The Company shall in no case be bound to accept any notice 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 excepting to the transferee approved by the Company.
- 7. 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 deposits and withdrawals of stocks from bank lockers.
- 8. The Insured upon becoming aware of any loss in respect of which a claim is or may be made 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 damaged and to prosecute and obtain the conviction of such person for offence and to trace and recover any property stolen.
- 9. The Company may at any time, cancel this policy, by giving 7 days notice in writing by Regd. A/D. to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case Company shall retain premium for the period this policy has been in force at the Company's short period scales (Table given herebelow), provided no claim has occurred up to the date of cancellation of this policy.

Table of Short Period Scales

Period of Risk(Not exceeding)	Premium to be retained (% of the Annual Rate)
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual Premium

- 10. If the claim be fraudulent or if any fraudulent means or devices be used by the Insured or any one acting on his behalf to obtain any benefit under this policy or if any destruction or damage be occasioned by the wilful act or with the connivance of the Insured, all benefits under this policy shall be forfeited.
- 11. The Insured shall use due diligence and do and concur in doing all efforts reasonably practicable to avoid or diminish any loss under this policy.
- 12. 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 60 days of the happening of the same.
- 13. In case of any loss or damage of any kind whatsoever it shall be lawful for the Insured, his or their factors, servants or assigns to use labour and travel in and about the defence 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.
- 14. Upon the happening of any event giving rise or likely to give rise to a

- claim under this policy coming to the knowledge of the Insured,
- a. The Insured shall give notice to the Police and 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 article lost and the amount of the damage sustained.
 - c. The Insured shall permit the authorised representatives of the Company to examine the premises and shall furnish all explanations, vouchers, 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 members of his family or his employees in support of any claim.
15. 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 pay the amount of the 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 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 circumstance permit and in a reasonably sufficient manner. In case 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.
 16. 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.
 17. The Insured and any claimant under this policy shall at the expense 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 for 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 act and thing shall be or become necessary or be required before or after the Insured's indemnification by the Company.
 18. The basis of valuation for purposes of this insurance shall be the Insured's cost plus ten percent thereof.
 19. Immediately upon the happening of any loss or damage the Sum Insured under Section I shall be reduced by the amount of the loss or damage and the Sum Insured under the various items specified in Sections II and III of the Schedule hereto shall be reduced in the same proportion as the Sum Insured under Section I is reduced and such reduced Sum Insured shall be the limit of 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 for the unexpired period to reinstate the full sum insured.
 20. Immediately upon happening of any loss or damage under section II or III, as the case may be, the Sum Insured under Section II or III as the case may be, shall be reduced by the respective amount for loss or damage and such reduced Sum Insured shall be the limit of the company's liability in respect of any further losses or damages occurring during the current period of the policy in respect section II or III as the case may be, unless the Company consents upon payment of pro-rata additional premium for the unexpired period to reinstate the full sum insured.
 21. 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 questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto 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.
 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.
 22. The Company agrees and undertakes to indemnify the Insured against any loss of or damage to property or any part thereof suffered by the Insured not exceeding the sum insured stated against each item or total sum insured stated in the Schedule hereto, as the case may be, under this policy provided the Company is bound and liable to indemnify the Insured in accordance with the terms and conditions of this policy only and only if the Insured makes a demand or claim on the Company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.
 23. Condition of average applicable to losses under Sections I, and IV of the policy: If the property insured on all the Insured's specified premises shall at the time of any loss or damage by any peril hereby insured against, be collectively of greater value than such sum insured, then the Insured shall be considered as being his own insurer for the difference and shall bear the rateable share of the loss or damage accordingly.
 24. Where any item insured hereunder consists of articles in pair or set the Company's liability in respect thereof shall not exceed the value of any article which may be lost or damaged without reference to any special value which such article may have as part of such pair or set.
 25. The due observance and fulfilment of all the terms, provisions, conditions and endorsements 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.