

**UIN: IRDAN106P0005V01200203**  
**JEWELLERS BLOCK PROTECTOR INSURANCE POLICY**

**PREAMBLE**

This Policy is evidence of the contract between You and Us. The Proposal along with any written statement of Yours for purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of Your having paid the premium, We will insure Your interests under the Sections specified as operative in the Schedule and will indemnify You in respect of events occurring during the Period of Insurance in the manner and to the extent set forth in the Policy, provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

The Schedule shall form part of this Policy and the term "Policy" whenever used shall be read as including the "Schedule".

Any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

Your Policy is based on information which You have given Us and the truth of these information shall be condition precedent to Your right to recover under this Policy.

**DEFINITION OF WORDS**

**1. Proposal**

It means any signed Proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to Us by You or on Your behalf and You have agreed that this Proposal shall be deemed to be of promissory nature and effect.

**2. Policy**

It means the Policy Booklet, the Schedule and any applicable Endorsement or memoranda. Your Policy contains the details of the extent of the cover available to You, what is excluded from the cover and the conditions, warranties, provisions on which the Policy is issued.

**3. Schedule**

It means the latest Schedule issued by Us as part of Your Policy. It provides details of Sections of Your Policy, which are in force, and the level of cover You have.

A revised Schedule will be sent at each renewal and whenever You request for a change in the cover.

**4. Endorsement**

It means any alteration made to the Policy which has been agreed to by Us in writing.

**5. Sum Insured**

It means the monetary amounts shown against any Item or Section of the Policy.

**6. We/Ours/Us**

Policy Wording: Jewellers Block Protector Insurance Policy

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It means THE IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.

**7. You/Your**

It means the persons named as Insured in the Schedule.

**8. What is Covered**

It means the damages/perils/contingencies which are covered under the Policy and for which We have liability in the event of claim occurrence.

**9. What is Not Covered**

It means the damages/perils/contingencies which are not covered under the Policy and for which We have no liability in the event of claim occurrence

**10. Terrorism**

It means an act, including but not limited to the use of force or violence and/or 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), committed for political, religious ideological or similar purpose including the intention to influence any government and/or to put the public or any Section of the public in fear and includes any action taken in controlling, preventing or suppressing any act of Terrorism

**11. Period of Insurance**

It means the period commencing from the retroactive date and terminating on expiry date as shown in the Schedule.

**12. Policy Period**

It means the period commencing from the effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Schedule.

**13. Currency of the Policy**

It means (for consideration of any claim) currency of that Section or Subsection or part of Section to which claim relates.

**14. Market Value**

It means the replacement value of insured property or item as new at the time of Damage less due allowance for betterment, wear and tear and/or depreciation OR the value which can be realised from the market for such insured property immediately before the occurrence of damage, whichever is lower.

**15. Damage/Damaged**

It means loss or damage of the insured property.

**16. Excess**

It means the first part of any claim for which You are responsible. Sum Insured/Limit will apply after the Excess has been deducted.

**17. Family**

It means Your spouse, children, parents, and other relatives normally living with You.

**18. Money**

It means cash, current coins, bank and currency notes, cheques, postal orders, current postage stamps which are not part of a collection and luncheon vouchers.

**19. Personal Effects**

It means articles normally worn, used or carried about by You or Your Family in every day life.

**20. Accident (For All sections other than Personal Accident)**

It means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

**21. Additional Benefits**

It means coverages which are granted to You apart from the main covers under the Section for which no additional premium is required to be paid by You.

**22. Extensions**

It means optional coverages which are available to You apart from the main covers under the Section which You can choose to take on payment of necessary additional premium.

**23. Business**

It means Your business or trade as specified in the Schedule and includes the ownership, maintenance and repair of Your premises.

**24. Contribution:**

It means essentially our right to call upon other insurers, liable to the same insured person, to share the cost of an indemnity claim on a rateable proportion of Sum Insured.

**25. Renewal**

It means the terms on which the contract of insurance can be renewed on mutual consent.

**26. Dependent child**

It means a child (natural or legally adopted), who is financially dependent on the primary insured or proposer and does not have his/her independent sources of income.

**27. Disclosure to information norm:**

This means the Policy shall be void and all premium paid hereon shall be forfeited to us, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

**GENERAL CONDITIONS**

(These apply to the whole Policy)

1. **Reasonable Precaution and Care of Property**

You shall take all reasonable precautions for safety and soundness of insured property and prevent the injury, illness, diseases or damage in order to minimise claims. You must comply with manufacturer's recommended actions for inspection and maintenance and shall comply with all statutory requirements or other regulations and will employ only competent employees. You shall not withdraw or vary the protection and/or safeguards as are referred to in the Proposal Form to the detriment of Our interest without Our consent. You shall also supervise that all doors, windows and means of entrance or exit are secured properly outside business hours.

2. **Notice**

You will give every notice and communication in writing to Our office through which this insurance is effected.

3. **Misdescription**

This Policy shall be void and all premium paid by You to Us shall be forfeited in the event of misrepresentation, misdescription or concealment /non disclosure of any material information.

4. **Changes in Circumstances**

You must inform Us, as soon as reasonably possible, of any change in information You have provided to Us about Yourself, Your business and/or Your premises, partners, directors or employees which may affect the insurance cover provided e.g. change of address, period of un-occupancy in the insured premises, security arrangements, keys and locking of safe, strong room or premises.

You must also notify Us about any alteration made whereby risk of damage or injury is increased. In case such alteration is made and not accepted by Us in writing, all covers under this Policy shall cease.

5. **Claim Procedure and Requirements:**

An event, which might become a claim under the Policy must be reported to Us as soon as possible. A written statement of the claim will be required and a Claim Form will be provided. This written statement of claim alongwith supporting documentation (estimates of the actual value of such article lost and the amount of damage , vouchers, invoices, proof, investigation report and the like) prepared at Your expense along with particulars of other insurances covering the same risk must be delivered to Us within 15 days of date of Damage.

The Police must be informed of any theft, attempted theft or damage caused by rioters, malicious persons or vandals or of any other criminal act. You shall also take practicable steps to apprehend the guilty person and recover the property lost.

If any person is claiming against You or Your partner, directors or employees, every letter, claim, writ, summon, process information or any verbal notice of claim shall be forwarded to Us without delay. You or any person on Your behalf must not attempt to negotiate any claim nor admit or repudiate any claim without Our consent. You shall give all possible assistance to enable Us to settle or resist any claim or to institute proceedings.

In the event of a claim under Personal Accident Section, You or Your personal representative must give immediate written notice, in any case within 14(fourteen) days of occurrence of injury/death. All certificates, information and evidences from a medical attendant or otherwise required by Us shall be furnished by You or Your personal representative/assignee in the manner and form as We may prescribe. In such claims, the insured person will allow Our medical representative to carry out examination if and when We may reasonably require.

6. **Claim Control**

I. We are entitled to:-

- a) Enter any building where Damage has occurred and take possession of the building or any property of the building and deal with salvage, but this does not mean that property can be abandoned to Us.
- b) Keep possession of any such property and examine, sort, arrange, remove or sell any such property or dispose of the same for Your account or deal with the same.
- c) Receive all necessary information/proof of Damage and assistance from You and any other person seeking benefit under this Policy.
- d) Take over and conduct in Your name or name of any person seeking benefit under this Policy the defence or settlement of any claim.
- e) Take proceedings at Our own expenses and for Our own benefit but in Your name or name of any other person who is claiming or has received benefit, to recover any payment made or due under this Policy.

II. No admission, offer, payment or indemnity shall be made or given by You or on Your behalf without Our written consent.

28. **Pair or Set Clause**

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

29. **Discovery Clause**

We will not be liable to make any payment under this Policy in respect of any Damage if discovery thereof be not made within 60 days of the same.

30. **Fraud**

If a claim is fraudulent in any respect with or without Your knowledge, all benefits and rights under the Policy shall be forfeited.

31. **Contribution Clause**

If, when any claim arises, there is any other insurance covering the same matter (property, interest, liability, cost), We will pay only a rateable proportion of the claim. This condition does not apply to Personal Accident, Section 4.

**32. Cancellation**

We may cancel this Policy by sending 14 days notice in writing by Regd.A.D. to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the unexpired period of this Policy from the date of cancellation, which We are liable to repay on demand.

You may cancel this Policy by sending 14 days written Notice to Us. We will then allow a refund after retaining the premium based on the following Short Period Table.

Period of cover upto	Refund of Annual Premium Rate (%)
1 Month	75%
3 Months	50%
6 Months	25%
Exceeding Six Months	Nil

The refund of premium is subject to the condition that no claim has been preferred on Us under the Policy.

**33. Arbitration:**

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 (thirty) 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 two such 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 we have disputed or not accepted liability under or in respect of this policy. It is understood, however, that the insured shall have the right at all times during currency of the policy to communicate only, with the leading or issuing office in all matters pertaining to this insurance.

**34. Disclaimer Clause**

If we shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a Court of Law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

**35. Reinstatement of Sum Insured:**

The Sum(s) Insured/ Limit under

Section 1	(Stocks in Trade including Goods on Trust or Commission),
Section 2	(Building and Other Contents),
Section 3	(Fixed Glass and Sanitary Fittings)
Section 6	(Money),
Section 7	(Electronic Equipment Insurance)
Section 8	(Neon and Illuminated Signs, Hoarding and Trade Equipment)

shall not be reduced by the amount of any Damage but pro-rata premium on the amount of Damage from the date of occurrence of Damage to expiry of Policy Period shall be payable by You. The additional premium referred herein above shall be deducted from net claim amount payable under the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of Damage in case You immediately on occurrence of the Damage exercise Your option not to reinstate the Sum Insured as above

**36. Interest/Penalty Clause**

No sum payable under this Policy shall carry any interest/penalty.

**37. Geographical Limit**

The Geographical Limit of this Policy will be India. The provisions of this Policy shall be governed by the law of India for the time being in force. The parties hereto unconditionally subject to the jurisdiction of the Courts in India.

**38. Free Lookup Period:**

You will be allowed a period of at least 15 (fifteen) days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable stating the reasons therein for doing so.

If you have not made any claim during the free look period, then you shall be entitled to :

- I. A refund of the premium paid less any expenses incurred by us
- II. Where the risk has already commenced and the option of return of the policy is exercised by you, a deduction towards the proportionate risk premium for period on cover less any expenses incurred by us
- III. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period less any expenses incurred by us on medical examination of the insured persons and the stamp duty charges.

**39. Grievance or Complaint:** You may register a grievance or complaint by visiting our website [www.itgi.co.in](http://www.itgi.co.in) you may also contact the branches from where you have bought the policy or grievance officer who can be reached at our corporate office.

**40. Withdrawal & Alteration of Policy Conditions:** The policy terms and conditions may undergo alteration as per the IRDA Regulation. However the same shall be duly notified to you at least three months prior to the date when such alteration or revision comes into effect by registered post at your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDA Regulation.

A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDA guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to terms & conditions.

**41. Sum Insured Enhancement (only applicable to personal accident section):** In case of increase in Capital Sum Insured more than 10% (ten percent) of last year capital Sum Insured at the time of renewal, subject to underwriter's discretion.

**42. Payment of premium:** The premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on our official form signed by our duly authorized official. In similar way, no waiver of any terms, provision, conditions and endorsements of this policy shall be valid unless made in writing and signed by our authorized official.

43. **Protection of Policy Holder's Interest:** in the event of a claim, if the same is found admissible under the policy, we shall make an offer of settlement or convey the rejection of the claim within 30(thirty) days of receipt of all relevant documents and investigation/ assessment report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7(seven) days of your acceptance of our offer. In case of delay in payment, we shall be liable to pay interest at a rate which is 2.0% (two percent) above the bank rate prevalent at the beginning of financial year in which the claim is received by us.

### **WARRANTIES**

**(These apply to the whole Policy)**

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It is warranted:

1. That Our liability in respect of any Item specified in the Schedule including any additional costs and expenses payable in connection with that Item (unless specifically expressed as being payable in addition to the Sum Insured) shall not exceed the Sum Insured set against such Item or in the whole the total Sum Insured or such other sum(s) as may be substituted for it by Endorsement signed by Us on Our behalf.
2. That whenever Your premises are closed to business or left unattended, all doors and windows shall be properly secured and all keys for main doors of offices shall be removed from the premises. Further, the keys of safe would be securely kept in a place other than where the safe is located. It is provided that breach of this Warranty shall not be a bar to any claim for loss or damage caused other than by theft, burglary etc.
3. That the building(s) containing Your premises are:
  - a) maintained in a good and substantial state of repair.
  - b) occupied by You for sale-purchase activity or providing services but not as manufacturing units, godowns or warehouses.

### **GENERAL EXCLUSIONS**

**(What is not covered by the whole Policy)**

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We will not pay for

1. **War Risk:**  
Any Damage as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion or loot or pillage in connection therewith.
2. **Confiscation:**  
Any Damage due to confiscation, requisition or destruction by order of any government, or lawfully constituted authority.
3. **Nuclear Risk:**  
Any Damage to property, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to by or arising from:
  - a) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) the radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.



4. **Wear and Tear:**  
Depreciation and Damage caused by wear and tear or gradual deterioration.
5. **Consequential Loss:**  
Consequential loss of any kind or description including any reduction of market value beyond the cost of repair or replacement.
6. **Existing Damage:**  
Any damage, injury, accident, disease or illness occurring before cover commences.
7. **Matching of Items:**  
The cost of repair or replacement of any undamaged or unbroken Items or part of Item forming part of a set, or other article of uniform nature, colour or design (including area of carpet) when damage or breakage occurs within a clearly identifiable area or to a specific part and replacement cannot be matched.
8. **Terrorism**  
Any Damage due to an act of Terrorism.

**SECTION 1 STOCK IN TRADE INCLUDING GOODS IN TRUST OR ON COMMISSION**

**Property Insured**

Stock in trade belonging to You or held by You in trust or commission usual to the conduct of Your business.

**Scope**

In the event of Damage to Property Insured as specified in the Schedule happening during the currency of the Policy in accordance with “WHAT IS COVERED”, We will indemnify You against such Damages subject to the limits stated in the Schedule.

**Coverage**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>The ambit of this cover is:</p> <p><u>Item A</u> Damage to property insured as stated in the schedule whilst contained in the premises where Your business is carried on by Fire, Explosion/Implosion, Lightning, Aircraft damage, Riot, Strike, Malicious damage, Theft/attempted theft involving violent and forcible entry into or exit from the premises, Robbery, Dacoity and Hold up.</p> <p><u>Item B</u> Damage to property insured under (i) and (ii) of Item B, Section 1 of the Schedule and carried /conveyed /distributed outside the insured premises for the purpose of Your business by any cause whatsoever except as hereinafter provided under “WHAT IS NOT COVERED”</p> <p><u>Item C</u> Damage to property insured whilst in transit as specified under (i), (ii), (iii) of Item C, Section 1 of the Schedule within the Geographical Limit by any cause whatsoever except as herein after provided under “WHAT IS NOT COVERED”</p>	<p>We will not be liable for:</p> <ol style="list-style-type: none"> <li>1. Damage to property insured which may be sustained whilst it is being worked upon or from any process of its cleaning, replacing or restoring and directly resulting therefrom.</li> <li>2. Property missing at stock taking in respect of which no claim has been previously notified unless You prove that Damage occurred due to a peril covered by the Policy.</li> <li>3. Damage to property insured whilst at any public exhibition whether promoted or financially assisted by any public authority or by trade association or otherwise.</li> <li>4. Theft or disappearance of property insured from road vehicles of every description owned or hired by You or under Your control or that of Your partners, servants, agents or representatives where such vehicles are unattended.</li> <li>5. Damage caused by or arising from depreciation, gradual deterioration, wear and tear, moth, vermin and mildews.</li> <li>6. Damage to any item of glass, crockery, porcelain, chinaware and other articles of brittle or fragile nature unless such Damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.</li> <li>7. Damage occasioned by theft, connivance or dishonesty or any attempt thereat where such Damage has been expedited or in anyway sustained or brought about by:</li> </ol>

- a) Any of Your Family members.
  - b) Any servant, person or messenger in Your employment.
  - c) Any customer or broker or angadia(s) or cutters or goldsmith in respect of property hereby insured entrusted to them by You, Your servants or agents.
8. Any Damage following use of key to the safe or any duplicate thereof belonging to You unless such key or duplicate key has been obtained by threat or violence.
  9. Damage to the property insured whilst in window display at night or whilst kept out of safe after business hours except as provided in Out Of Safe Limit provision given below.
  10. Damage to the property insured whilst being worn or used by You or any principal, director or partner or their Family members relatives or friends or whilst in their custody for this purpose.

### **Limit Of Liability**

OUT OF SAFE LIMIT: It is a condition of this insurance that Our liability shall not exceed 20% of total Sum Insured under Item A, Section 1 of the Schedule for stocks kept out of locked safe and/or strong room outside business hours. However, no such property can be kept on display windows outside business hours. Also, this limit is available only for premises having security / protection arrangement as per Class I or Class II in warranty below. For premises having no security/ protection arrangement (Class III) no cover is available for stocks kept outside safe out of business hours.

### **SPECIAL WARRANTIES**

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It is warranted that

1. All stocks whilst at premises specified in the Schedule shall be secured in a locked burglar proof safe at night and at all times out of business hours except as stated in the "Limit of Liability" provision above.
2. The securities/protection arrangements for the insured premises comply with the appropriate Class as described below:  
CLASS I: The insured premises specified in the Schedule of the Policy are protected by employment of exclusive watchman/watchmen all 24 hours of the day and that they will so continue to be employed during the currency of the Policy.

CLASS II: The insured premises specified in the Schedule of the Policy are protected by employment of common watchman/watchmen for the whole building or night watchman/watchmen as the case may be at the insured premises and they will continue to be so employed during the currency of the Policy.

CLASS III: The insured premises specified in the Schedule do not have any specific security arrangements.

3. Applicable to Item B, Section 1:

- a) If the stock with any one person covered under Item B of this Section exceeds Rs.2 lacs, it shall be secured in an inbuilt locker of a steel cupboard or steel almirah after business hours at all times when the carrier of the stock is not in actual transit.
- b) The Sum Insured under Item B should not exceed the Sum Insured under Item A, for this Section.
- c) You shall cause the person to whom the insured property is entrusted to maintain a daily record of the property ( quantity, quality and value) entrusted by all persons to them. Such records shall be produced as documentary evidence in support of a claim under the Policy.
- d) Jangads/ any other entrustment shall be pre-numbered serially and shall be prepared in duplicate and copies produced as documentary evidence in support of a claim under the Policy.

### SPECIAL CONDITIONS

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1. **Valuation Clause**

The basis of valuation for properties insured under this Section shall be Your material purchase cost plus tenpercent thereof towards labour/ making charges. or otherwise mutually agreed current price of stock plus maximum of 10% towards labour/making charges.

2. **Average Condition**

If the property covered hereby on Your insured premises shall at the time of any Damage by any peril hereby insured under Item A be collectively of greater value than the Sum Insured thereon, You shall be considered as being Your own Insurer for the difference and shall bear a rateable share of Damage accordingly.

### ADDITIONAL BENEFITS

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1. This Section also covers the cost of opening safe(s) and/or strongroom(s) or changing locks or other necessary remedial works in the event of keys to them being damaged as a result of perils insured under Item A of this Section and we have liability under Item A, Section 1. The maximum liability for tis purpose shall be 2% (two percent) of the Sum Insured of Item A, Section 1.

2.

**SECTION 2 BUILDING AND OTHER CONTENTS**

**Property Insured**

**PART A OTHER CONTENTS.**

**Property Insured**

- Item 1: **Business and Office Furniture:**  
Business and trade furniture, fixtures, fittings including electrical installations, safes of insured premises, office machinery and electrical & mechanical appliances, tools and instruments for business, electronic equipments (if not covered under Section 7) belonging to You or for which You are responsible.
- Item 2: **Interior Decoration**  
Interior decorations, improvements, landlord's fixtures and fittings, shop fronts and that portion of the structure of the Building for which You are responsible as tenant.
- Item 3: **All Other Contents:**  
All other contents belonging to You or for which You are responsible which includes:
- a) Patterns, models, moulds, designs, plans, deeds, printed books and unused stationary, business records, manuscripts, business books but only for the cost of materials and clerical labour expended in reproducing such records and not for value to You of the information contained therein.
  - b) Computer system records for the cost of material and of clerical labour and computer time expended in reproducing such records but not for the value to You of the information contained therein.
  - c) Telephone, gas and electric meters.
  - d) So as they are not otherwise insured, Your partner's, director's, employee's, customer's or visitor's personal effects of every description (other than motor vehicles, jewellery, money etc.) for an amount not exceeding Rs.5,000/- (five thousand only) in respect of anyone person.
  - e) Any other Items specified in the Schedule.

**PART B BUILDING**

It shall mean buildings (including outbuildings) which are not of kutcha construction belonging to You including, boundary walls, gates and fences plinths and foundations as specified in the Schedule

**Coverage**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of Damage directly caused by insured perils listed hereunder and subject to its not being otherwise excluded, We will indemnify You against such Damage to property insured at Your insured premises.</p> <ol style="list-style-type: none"> <li>1. Fire</li> <li>2. Lightning</li>   <li>3. Explosion / Implosion.</li>   <li>4. Damage caused by an aircraft, other aerial or space devices and articles dropped therefrom.</li>   <li>5. Riot, Strike and Malicious Damage:- Visible physical Damage by external violent means directly caused to the property insured.</li>   <li>6. Earthquake, Fire and/or Shock – Damage to property insured including by fire occasioned by or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or landslide/rockslide resulting therefrom.</li>   <li>7. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.</li>   <li>8. Impact Damage by any rail/road vehicle or animal by direct contact.</li>   <li>9. Subsidence and Landslide including Rockslide: Damage caused by subsidence of the part of site on which the insured property stands or landslide/rockslide.</li> </ol>	<p>We will not be liable for</p> <ol style="list-style-type: none"> <li>1. Damage caused to the property insured by               <ol style="list-style-type: none"> <li>a.) Its own fermentation, natural heating or spontaneous combustion.</li> <li>b.) Its undergoing any heating or drying process.</li> </ol> </li> <li>3. Damage to boilers (other than domestic boilers), economisers or other vessels machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion or damages caused by centrifugal force</li>   <li>4. Damage caused by pressure waves.</li>   <li>5. Damages caused by               <ol style="list-style-type: none"> <li>a.) Total or partial cessation of work or the retarding or interruption or cessation of any process or operation or omission of any kind.</li> <li>b.) Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same.</li> <li>c.) Burglary, housebreaking, theft, larceny or any other such attempt or any omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace) in any malicious act.</li> </ol> </li> <li>8. Damage by vehicle/animals belonging to or owned by You or Your Family or Your domestic employees.</li> <li>9. Damages caused by :-               <ol style="list-style-type: none"> <li>a.) Normal cracking, settlement or bedding of new structures.</li> <li>b.) Settlement or movement of made up ground.</li> <li>c.) Coastal or river erosion.</li> </ol> </li> </ol>

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10. Bursting and overflowing of water tank, apparatus and pipes.
11. Missile testing operations.
12. Leakage from automatic sprinkler installations.
13. Bush Fire.
14. a.) Pollution or contamination which results from any insured peril mentioned above.  
b.) Any insured peril mentioned above, which results from pollution or contamination.
15. Theft or attempted theft involving violent and forcible entry into or exit from the insured premises, robbery and dacoity.
16. Impact damage by falling trees, telegraph/electric poles, pylons or lamppost or any part of them.
17. Breakage, collapse and/or falling of television or radio aerials, external satellite dishes, aerial fittings and masts.
18. Damage resulting from action of civic authorities in attempting to prevent the spread of a fire.
- d.) Defective design or workmanship or use of defective material
- e.) Demolition, construction, structural alteration or repair of any property or ground work or excavation.
12. Damage caused by
  - a.) Repairs or alteration to the insured premises.
  - b.) Repairs, removal or extension of the sprinkler installation.
  - c.) Defects in construction of the insured premises known to You.
13. Damage caused by Forest Fire.
14. Damages caused to the insured property by pollution or contamination (except as covered under Item 14 of WHAT IS COVERED.)
15. Damage caused by theft, attempted theft including larceny by You or any member of Your Family whether as principal or accessory.
16. a.) Damage caused as a result of felling or lopping of trees by You or on Your behalf.  
b.) Damage caused to gates and fences.
17. Damage to the satellite dish or aerial itself
19. Damage to any electrical/electronic equipment, machines, apparatus, fixtures, fittings by overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included), provided that this exclusion will apply only to the particular machine, apparatus, fixtures, fittings so affected and not to other machines, apparatus, fixtures, fittings, which may be damaged by fire so set up.
20. Expenses necessarily incurred by You on Architect, Surveyor and Consulting Engineer's fees and Debris Removal following Damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
21. Damage to property insured if removed to any building or premises other than in which it is herein stated to be insured.
22. a.) An Excess of 5% of each claim subject to a minimum of Rs.10,000/- (Rupees ten thousand) in respect of each and every loss arising out of "Act of God" perils such as lightning, storm, tempest, flood, inundation, subsidence,

landslide and rockslide, earthquake fire and/or shock covered under the Policy.

b.) An Excess of Rs. 10,000/- (Rupees ten thousand) for each and every Damage arising out of other perils in respect of which You are indemnified by this Policy

### SPECIAL PROVISION

a) **Claim Settlement:**

In the event of Damage to property insured, We will indemnify You by payment or at Our option by repair, replacement or reinstatement. In case of reinstatement or replacement, we shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner subject to limits of Sum Insured. If we so elect to replace or reinstate any property, You shall at Your own expense furnish Us with such plans, specifications, measurements, quantities and such other particulars as We may require and no acts done, or caused to be done by Us with a view to reinstatement or replacement shall be deemed as an election by Us to reinstate or replace.

If in any case, we shall be unable to reinstate or repair the property hereby insured because of any regulation(s) in force affecting the alignment of streets or the construction of buildings or otherwise, We shall in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

b) **Basis of Claim Settlement:**

In the event of Damage to the property insured by insured perils during the currency of the Policy, We will:

**PART A (OTHER CONTENTS)**

Pay the full cost of repair or reinstatement to a condition equal to but not better or more extensive than its condition when new, provided that such cost has been incurred. However, if such cost has not been incurred and also in case of Item 3(All Other Contents) We will pay amount of Damage less due allowance for wear and tear and depreciation.

**PART B (BUILDING)**

Pay the full cost of repair or reinstatement on the same site or upon another site in any manner suitable to a condition equal to but not better or more extensive than its condition when new, provided that such cost has been incurred.

In case the reinstatement is not carried out or the cost has not been incurred, then We will pay the amount of Damage less due allowance for wear & tear and depreciation.

**Applicable to both Parts A & B**

It is also provided that reinstatement is carried out with reasonable dispatch and within 12 months from the date of Damage or within such period as We may allow.

### SPECIAL CONDITION



**1. Average (Under-Insurance):**

The Sum Insured of each Item under this Section is separately subject to Average (Under-Insurance) as detailed below.

a) **IN CASE OF REINSTATEMENT:**

If at the time of replacement or re-insatement the sum representing the total cost which would have been incurred in reinstatement if the whole property covered had been destroyed exceeds the Sum Insured thereon at the commencement of Damage, You will be considered as Your own Insurer for the difference between the Sum Insured and the sum representing cost of reinstatement of the whole property i.e. Reinstatement Value of the property and shall bear a rateable proportion of the Damage accordingly. Each Item, if more than one, shall be separately subject to this condition.

b) **IN CASE OF NON-REINSTATEMENT:**

If in respect of the property insured at the commencement of any Damage by an insured peril the sum representing the full Market Value of the property insured exceeds the Sum Insured thereon, then You shall be considered as being Your own Insurer for the difference and shall bear a rateable portion of the Damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

**2. All insurance under this Section of the Policy shall cease on expiry of seven days from the date of fall or displacement of the insured building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.**

Provided such a fall or displacement is not caused by insured perils, Damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

However, We may agree to continue the insurance subject to revised rates, terms and conditions provided that we have been given express notice within 7 (seven) days of such fall or displacement of the building.

**3. The insurance under this Section does not cover any Damage to the property which at the time of happening of such Damage, is insured by or would, but for the existence of this Policy be insured by a Marine Policy, except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.**

**ADDITIONAL BENEFIT**

**1. LOCAL AUTHORITY REQUIREMENT**

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay for the additional cost of reinstatement of property damaged during the currency of the Policy to comply with Building or other Regulations framed in pursuance of any Act of Parliament or with Bye laws of any municipal or local authorities	<p>We will not be liable for:</p> <ol style="list-style-type: none"> <li>1. <b>The cost incurred</b> <ol style="list-style-type: none"> <li>a.) In respect of any Damage not insured by this Policy.</li> <li>b.) where Notice has been served on You before occurrence of Damage.</li> <li>c.) In respect of undamaged property or undamaged portion of property other than</li> </ol> </li> </ol>

	<p>foundations of that portion of property Damaged.</p> <p>2. The additional cost that would have been required to make good the property Damaged to a condition equal to its condition when new, had the necessity to comply with any of Regulations or Bye laws not arisen.</p>
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**SECTION 3**

**FIXED GLASS AND SANITARY FITTINGS**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of accidental breakage to Fixed Glass and Sanitary Fittings in Your Premises, We will pay for the cost of repair or replacement of the damaged items.</p> <p>We will also pay for:.</p> <ol style="list-style-type: none"> <li>1. Damage to frame and framework of any description following breakage of Glass.</li> <li>2. Following breakage of Glass, the cost of tinting, lettering, painting, embossing, silvering or any other ornamental work on the replacement Glass, provided that such costs have been included in the Sum Insured of the Glass under this Section.</li> <li>3. Accidental Damage to the contents of Your premises caused by breakage of Glass or Sanitary Fittings upto a limit of Rs.5,000/- (Rupees five thousand) during any Policy Period.</li> </ol>	<p>We will not be liable for</p> <ol style="list-style-type: none"> <li>1. An Excess of Rs.500/- (Rupees five hundred) for each and every claim.</li> <li>2. Breakage or damage during removal, alteration and repairs in or about the premises</li> <li>3. Disfiguration or scratching or damage of Glass or Sanitary Fittings other than the fracture extending through the entire thickness of Glass or Sanitary Fittings.</li> <li>4. Breakage of Glass or Sanitary Fittings which are not completely and securely fixed.</li> <li>5. Any consequential loss except as provided for under Item 3 of coverage.</li> </ol>

**SPECIAL CONDITION**

**AVERAGE (UNDER-INSURANCE)**

It is a requirement of this Section of the Policy that the Sum Insured of each item in the Section shall be equal to cost of replacement of the insured property on the date of replacement by new one of the same kind. If the Sum Insured is less than the Replacement Value of the property, then You shall be considered Your own Insurer for the difference between Sum Insured and cost of replacement and shall bear a rateable proportion of the Damage. Each item, if more than one, shall be separately subject to this condition.

**SECTION 4 PERSONAL ACCIDENT**

**DEFINITIONS**

1. **Insured Person**  
It means You, Your partners, directors or Your employees aged between 18 (eighteen) years and 70 (seventy) years permanently working with You and named in the Schedule relating to this Section.
  
2. **Injury**  
It means accidental physical bodily harm excluding illness or disease, solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
  
3. **Accident**  
It means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
  
4. **Medical Practitioner**  
A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
  
5. **Notification of Claim**  
It means the process of notifying a claim to us by specifying the timelines as well as the address / telephone number to which it should be notified.
  
6. **Loss of Limbs**  
It shall mean physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.
  
7. **Physical Separation**  
It shall mean separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.
  
8. **Permanent Total Disablement**  
The bodily injury which as its direct consequence immediately or in foreseeable future will prevent the Insured Person from engaging in any kind of occupation, profession or business for which the Insured Person is reasonably qualified by education, training or experience.
  
9. **Temporary Total Disablement**  
The bodily injury which as its direct consequence will prevent the Insured Person from engaging in all types of occupation or any employment whatsoever for a period not exceeding 104 (one hundred and four) weeks from the date of injury to the time when the Insured Person is fit enough to resume duty or engage in any kind of occupation, as certified by a Medical Practitioner.

WHAT IS COVERED	WHAT IS NOT COVERED
	We will not be liable for

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If following bodily injury which solely and directly causes Insured Person's death or disablement within 12 months of injury as stated in Table of Benefits, We shall pay to You or to Insured Person's legal representative the sum or sums hereinafter set forth in Table of Benefits.

1. Compensation under more than one of the benefits mentioned in the Table of Benefits in respect of the same period of disablement.
2. Any other payment after a claim under any of the benefits under Items 1,2,3 or 4 in the Table of Benefits has been admitted and becomes payable.
3. Any payment in case of more than one claim under this Section during any one Policy Period by which Our liability in that period would exceed the sum payable under Benefit 1 of this Section.
4. Payment of compensation in respect of death or injury as a direct consequence of
  - a.) Committing or attempting suicide or intentional self injury
  - b.) Being under influence of intoxicating liquor or drugs
  - c.) Engaging in aviation other than travelling as a bonafide passenger in any duly licensed standard type of aircraft anywhere in the world.
  - d.) Pregnancy or childbirth.
  - e.) Venereal disease or insanity.
  - f.) Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
  - g.) Committing any breach of law with criminal intent.

<u>TABLE OF BENEFITS</u>	<u>% OF CAPITAL SUM INSURED</u>
1. 1. Death	100
2. a.) Loss of sight (both eyes)	100
b.) Loss of two limbs	100
c.) Loss of one limb and one eye	100
3. a.) Loss of an arm	
i) At the shoulder joint	70
ii) At a point above elbow joint	65
iii) At a point below elbow joint	60
iv) At the wrist	55
b.) Loss of a leg	
i) Above the centre of the femur	70
ii) Upto a point below the femur	65

iii)	Upto a point below the knee	60
iv)	Upto the centre of tibia	55
v)	At the ankle	50
c.)	Loss of sight of one eye	50
4.	Permanent total and absolute disablement	100
5. a.) i)	Loss of toes-all	20
ii.)	Great-both phalanges	5
iii.)	Great-one phalanx	2
iv.)	Other than great, if more than one toe lost-each	1
b.) i.)	Loss of hearing – both ears	50
ii.)	Loss of hearing – one ear	15
c.)	Loss of speech	50
d.)	Loss of four fingers and thumb of one hand	40
e.)	Loss of four fingers	35
f.)	Loss of thumb	
i.)	Both phalanges	25
ii.)	One phalanx	10
g.)	Loss of index finger	
i.)	Three phalanges	10
ii.)	Two phalanges	8
iii.)	One phalanx	4
h.)	Loss of middle finger	
i.)	Three phalanges	6
ii.)	Two phalanges	4
iii.)	One phalanx	2
i.)	Loss of ring finger	
i.)	Three phalanges	5
ii.)	Two phalanges	4
iii.)	One phalanx	2
j.)	Loss of little finger	
i.)	Three phalanges	4
ii.)	Two phalanges	3
iii.)	One phalanx	2
k.)	Loss of metacarpals	
i.)	First or second (additional)	3
ii.)	Third, fourth or fifth (additional)	2
l.)	Loss of toe	
i.)	Big toe	5
ii.)	Some other toe	3
m.)	Sense of smell	10
n.)	Sense of taste	5

o.) i.)	Fracture of any bone above ankle in either leg with established and permanent non union	10
ii.)	Fracture of one or more bones above wrist with established and permanent non union	5
p.)	Shortening of the leg by 5 cm or more	7.5
q.)	Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth	2
r.)	Any other permanent partial disablement	% as assessed by Doctor
6.	Temporary total disablement	1% of C.S.I or Rs. 5000/- (Rupees five thousand) per week whichever is lower.

### ADDITIONAL BENEFITS

COVER	BENEFIT
1. In the event of death of Insured Person outside his/her Home, transportation cost for carriage of dead body to Home including funeral charges is payable.	2% of Capital Sum Insured or Rs.2,500/- (Rupees two thousand and five hundred) whichever is lower, in addition to C.S.I.
2. Cost of clothing of Insured Person Damaged in the Accident for which liability is admitted by Us.	Rs. 1000/- (Rupees one thousand) or actual expenses whichever is lower, in addition to C.S.I.
3. Ambulance charges for transportation of Insured Person to hospital following Accident for which liability is admitted by Us.	Rs. 1000/- (Rupees one thousand) or actual expenses whichever is lower, in addition to C.S.I.
4. Education Fund In the event of death or permanent total disablement (i.e. Items 1 to 4 of Table of Benefits) of Insured Person following Accident for which liability is admitted by Us, We will pay compensation towards Education Fund for dependent children as below a) For one child upto the age of 23 yrs.  b) For more than one children upto the age of 23 yrs.	   -10% (ten percent) of C.S.I subject to a maximum of Rs. 5000/- (Rupees five thousand), in addition to C.S.I.   -10% (ten percent) of C.S.I subject to a maximum of Rs. 10000/- (Rupees ten thousand) , in addition C.S.I.
5. Loss of Employment In the event of loss of limbs or permanent total disablement (i.e. Items 2 to 4 of Table of Benefits) of Insured Person following Accident for which	- 10% (ten percent) of C.S.I. subject to a maximum of Rs.15,000/- (Rupees fifteen thousand), in addition to C.S.I.

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liability is admitted by Us, We will pay compensation for loss of his/her employment.	
<p>6. If the Insured Person is entitled to compensation for a permanent total disablement benefit under this Section (i.e. Items 2 to 4 of Table of Benefits), then We will pay upto 10% of the C.S.I. or Rs.50,000/- (Rupees fifty thousand) whichever is lower, in addition to C.S.I. for the following:</p> <ul style="list-style-type: none"> <li>a. The costs incurred by Insured Person to undergo a rehabilitation programme to adjust to Injuries sustained</li> <li>b. Any costs incurred for the modification of his house or car that is required as a result of the Injuries sustained</li> </ul> <p>Provided that the Insured Person obtains Our consent before undertaking any rehabilitation programme or carrying out any modification in his house or car.</p>	
<b>Note: C.S.I means Capital Sum Insured</b>	



## SECTION 5 LIABILITY

### DEFINITIONS

1. **Accidental Injury**

It means the bodily injury, illness or diseases including death of or to any person as a result of Accident.

2. **Accidental Damage**

It means actual and/or physical loss of or damage to tangible property of any person as a result of Accident.

3. **Property**

It means material property.

4. **Event**

It means one occurrence or number of occurrences arising directly or indirectly from one source or original source.

5. **Insured Person**

It means You, Your partners, directors or Your employees aged between 18 (eighteen) years and 70 (seventy) years permanently working with You at the insured premises.

6. **Pollution**

It means pollution or contamination of the atmosphere or of any water, land or other tangible property.

7. **Limit of Indemnity**

It means the total monetary amount of Our liability for one event/accident and all events/accidents during the Policy Period. Our total liability to pay compensation, claimant's cost, fees and expenses, defence costs shall not exceed Limit of Liability (Sum Insured) opted by You under this Section.

8. **Retroactive Date**

It means the date when the risk is originally incepted under a "claims made" Policy and thereafter renewed without break in the period of cover.

9. **Defence Cost**

It means all costs, fees and expenses incurred with Our prior consent in the investigation, defence or settlement of any claim made against You or any Insured Person and the cost of representation at any inquest, enquiry or any other proceedings in respect of matters which have a direct reference to any claim made or which might be made against You or any Insured Person provided such claim(s) are subject to indemnity by the Policy whether liability attaches or not.

<b>PART A</b>	<b>PUBLIC LIABILITY</b>
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WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will indemnify You against all sums which the Insured Person shall become legally liable to pay as compensation for</p> <ol style="list-style-type: none"> <li>1. Accidental injury to any person other than any Insured Person or his/her Family member.</li> <li>2. Accidental Damage to property belonging to any person other than any Insured Person or his/her Family member.</li> </ol> <p>Provided that the accident has taken place in connection with Your Business during the Period of Insurance for which the Insured Person is held responsible and the claim is lodged on the Insured Person during the Policy Period.</p> <p>We will pay in respect of Your liability towards:</p> <ol style="list-style-type: none"> <li>a) Compensation payable of to third parties</li> <li>b) Third party legal costs awarded by the Court</li> <li>c) Your Defence Costs.</li> </ol>	<p>We will not be liable for:</p> <ol style="list-style-type: none"> <li>1 0.25% (quarter per cent) of limit of liability subject to a minimum of Rs.1,000/- (Rupees one thousand) for any one accident.</li> <li>2 Injury or Damage to property caused by products (except while remaining in Your custody or control) other than food or beverages sold or supplied by You or on Your behalf to employees or visitors for consumption on Your premises.</li> <li>3 Accidents directly or indirectly caused by traceable to or arising out of the ownership possession or the custody by You or on Your behalf of animals, vehicles, aircraft, ships, boats or craft of any kind.</li> <li>4             <ol style="list-style-type: none"> <li>a) Any compensation for death of or bodily injury to Insured Person or Your contractor's employee or Damage to property belonging to or in the custody, care and control of Insured Person or Your contractor's employees.</li> <li>b) Damage to property owned, leased and hired or under hire-purchase or on loan to You or otherwise in Your control, care and custody, other than the premises (or contents thereof) temporarily occupied by You for work therein (but no indemnity is granted for Damage to that part of the property on which You are working and which arises out of such work.)</li> </ol> </li> <li>5 Accidents arising out of transportation of materials outside Your premises.</li> <li>6 Accidents arising out of alteration, addition, repairs or decoration to the premises specified in the Schedule.</li> <li>7 Any claim arising out of infringement of plans, copyright, patents, trade marks and registered design.</li> <li>8 Any claim arising from or in connection with:             <ol style="list-style-type: none"> <li>a) The giving of advice by or on Your behalf.</li> <li>b) The designs, plans, formula or specification</li> </ol> </li> </ol>

## ADDITIONAL BENEFITS

The Public Liability Section of the Policy also covers upto 20% (twenty percent) of the limits of liability within overall liability (i.e. Sum Insured under the Section) arising out of any accusation of shoplifting, theft, dishonesty or improper conduct by any visitor in Your insured premises resulting in their wrongful detention, false or malicious prosecution or false imprisonment.

<b>PART B</b>	<b>WORKMEN'S COMPENSATION</b>
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WHAT IS COVERED	WHAT IS NOT COVERED
<p>If You are liable at law for: Accidental injury to any employee mentioned in the Schedule relating to this Sub-Section happening during the Policy Period arising out of and in the course of employment with You in respect of Your business mentioned in the Schedule under the Fatal Accident Act 1855, Workmen's Compensation Act 1923 or any amendment thereto or under Common Law.</p> <p>We will pay for -</p> <ol style="list-style-type: none"> <li>1. Damages or compensation legally payable by You to the employees for their accidental injury or death.</li> <li>2. Their legal costs to the extent awarded by the Court.</li> <li>3. Your Defence Costs..</li> </ol>	<p>We will not be liable for</p> <ol style="list-style-type: none"> <li>1. Any interest and/or penalty imposed on You on account of failure to comply with requirements laid down under Workmen's Compensation Act 1923 and subsequent amendments of the said Act.</li> <li>2. Liability in respect of any employee who is not a Workman within the meaning of the Workmen's Compensation Act.</li> <li>3. Any liability assumed by You through a contract or agreement unless such liability would have attached notwithstanding such agreement.</li> </ol>

### GENERAL EXCEPTIONS (Applicable to Part A and B)

We will not be liable for

1. Any fine, penalty or liquidated damages.
2. Any liability assumed by You under an Agreement unless such liability would have attached to You notwithstanding such Agreement.
3. Damage to property or any consequential loss as a result of such damage to property.
  - a) owned by or hired by You or any Insured Person
  - b) held in trust by You or any Insured Person, other than visitor's personal effects.
4. Any sum awarded by way of punitive or exemplary damages.
5. Liability arising out of loss of financial nature such as loss of goodwill, loss of market etc.
6. Liability arising out of all personal injuries such as libel, slander and defamation.

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7. Any damage and/or injury originating before the Retroactive Date mentioned in the Schedule.

**SECTION 6 MONEY**

**DEFINITION**

- i) **Money** shall mean and include cash, bank drafts, bank and currency notes, current coins, cheques, postal orders, money orders and current postage stamps.
- ii) **Bank** shall mean and include bank of every description, post office, government treasury.
- iii) **Business Hours** shall mean the period during which You or Your partners, directors or any employee authorised to handle the Money of Your business are on the premises for the purpose of the business.
- iv) **Authorised Representative** shall include Your employees, partners and directors, employees of Your sister concerns operating from the same premises or employees of any other concern who is engaged in the work of carrying Your Money through a specific Contract or Agreement executed by You.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of loss of Money relating to Your business happening during the currency of the Policy in accordance with Circumstance(s) or Situation(s) described below, We will indemnify You against such loss subject to limits stated in the Schedule.</p> <p><b><u>Circumstance(s) or Situation(s):</u></b></p> <ol style="list-style-type: none"> <li>1. Loss of Money due to accident or misfortune whilst in direct transit in connection with Your business from or to insured premises provided that such Money is in personal custody of You or Your Authorised Representatives.</li> <li>2. Loss of Money due to accident or misfortune whilst in direct transit in connection with Your business between any collection/payment centre and Bank provided such Money is in personal custody of You or Your Authorised Representatives.</li> <li>3. Loss of Money due to fire, explosion/implosion, lightning, aircraft damage, riot, strike, malicious damage house breaking, burglary, robbery, dacoity and hold-up whilst in insured premises during business hours.</li> <li>4. Loss of Money due to fire, explosion/implosion, lightning, aircraft damage, riot, strike, malicious damage; house breaking, burglary, robbery, dacoity and hold-up whilst in locked safe or strongroom or locked steel almirah inside the insured premises outside business hours.</li> </ol>	<p>We will not be liable for</p> <ol style="list-style-type: none"> <li>1. Shortage of Money due to error or omission.</li> <li>2. Loss of Money entrusted to any person other than You, Your partners, directors or Your Authorised Representatives.</li> <li>3. Loss arising from fraud or dishonesty of Your employee or Authorised Representative unless such loss is discovered within 48 hours of its occurrence.</li> <li>4. Loss of Money extracted from safe, strong room, almirah or cash box following the use of key to the said safe or strongroom, unless such key has been obtained by assault or violence or threat thereof.</li> <li>5. Loss of Money insured by any other Policy except in respect of any excess beyond the amount which would have been payable under such Policy or Policies had this insurance not been affected.</li> <li>6. Theft from any unattended vehicle except from car of fully enclosed saloon type having all its doors, windows and other openings securely locked and properly fastened.</li> <li>7. Loss of Money in transit outside the limits of the city/town where the insured premises are located.</li> </ol>

### SPECIAL CONDITIONS

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1. You shall keep a complete account of Money contained in safe, strong room or steel almirah under lock and key on daily basis. This complete account shall be deposited in a secured place other than the safe/strongroom or the said place where the Money is kept and be produced as documentary evidence for admissibility of claim under this Policy. Our liability shall be limited to the amount actually shown by such records of books of accounts, not exceeding the amount stated in the Schedule.
2. It is provided that the Money in the premises is deposited in safe, strongroom or steel almirah under lock and key out of business hours.

**SECTION 7 ELECTRONIC EQUIPMENT INSURANCE**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If the Electronic Equipment installation including computer, fax machine or any other electronic item including accessories and/or data carrying material belonging to You or for which You are responsible is Damaged whilst contained in Your insured premises by any cause other than those excluded, We will pay for the cost of repair or replacement or at Our option repair, reinstate or replace such Damaged equipment or items, accessories, tape or data carrying material.</p> <p>This cover is applicable during the period when after successful completion of their performance/acceptance test, such equipments, parts, accessories are at work or at rest or being dismantled for the purpose of cleaning, overhauling or in course of aforesaid operation themselves or when being shifted within Your insured premises or during subsequent re-erection.</p>	<p>We will not be liable for</p> <ol style="list-style-type: none"> <li>1. a.) In respect of Personal Computer, 5%(five percent) of the claim amount subject to a minimum of Rs. 2,500/- (Rupees two thousand five hundred)</li> <li>b.) In respect of Electronic Equipment with value upto Rs. 100,000/- (Rupees one lakh),               <ol style="list-style-type: none"> <li>i.) 5% (five per cent) of the claim amount subject to a minimum of Rs.1,000/- ( Rupees one thousand), if Electronic Equipment is other than Winchester drive.</li> <li>ii.) 10% (ten percent) of the claim amount subject to a minimum of Rs.2,500/- ( Rupees two thousand and five hundred), if Electronic Equipment is Winchester drive.</li> </ol> </li> <li>c.) In respect of Electronic Equipments with value more than Rs. 100,000/- (Rupees one lakh ),               <ol style="list-style-type: none"> <li>i.) 5% (five per cent) of the claim amount subject to a minimum of Rs.2,500/- (Rupees two thousand five hundred), if Electronic Equipment is other than Winchester drive.</li> <li>ii.) 25% (twenty five percent) of the claim amount subject to a minimum of Rs.10,000/- (Rupees ten thousand), if Electronic Equipment is Winchester drive</li> </ol> </li> <li>2. Damage due to faults/defects existing at the commencement of this insurance and known to You ,Your partners, directors or Your employees, whether such faults/defects were known to Us or not and any wilful act or negligence of You ,Your employees, directors, partners or representatives.</li> <li>3. Damage due to continuous influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) gradual deterioration and climatic condition other than those described and covered as insured perils in Section 2.</li> <li>4. Any cost incurred in connection with elimination of functional failures unless such failures were caused</li> </ol>

- by Damage covered under this Section of the Policy.
5. Damage for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of Maintenance Agreement.
  6. Damage to rented or hired equipments to You for which owner is responsible either by law or under lease and/or Maintenance Agreement.
  7. Cost incurred/time involved in the movement of equipment and/or other property and/or personnel outside Geographical Limits, other than cost of delivery for equipment parts Damaged.
  8. Damage to consumable items (e.g. bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, exchangeable tools, objects made of glass, porcelain or ceramics) and operating media as well as aesthetic defects like scratches etc. unless such parts are affected by an indemnifiable Damage to the insured item itself.
  9. Damage arising through fitting, adjustment, repair or dismantling of any part of said equipment/installation other than by an authorised representative of an Electronic Equipment manufacturer, dealer or that of a reputed repairer.
  10. Any cost required for alteration, improvement or overhaul or for making drawings, patterns and core boxes.

## WARRANTIES

It is warranted that a Maintenance Agreement for the Electronic Equipment installations from its manufacturers or a Company or concern approved by the manufacturers shall be kept in force throughout the currency of insurance under this Section of the Policy and no variation in the term of Agreement shall be made without Our written consent. For the purpose of this Warranty, Maintenance Agreement shall mean an Agreement which provides for:

- i) Maintenance services of the Electronic Equipment installations including preventive treatment or adjustment of mechanical or moving parts, safety checks and
- ii) Rectification of damage or faults arising from any cause during normal operation as well as from ageing.

Provided that this Warranty shall not apply if the additional premium as required by Us is paid by You for deletion of this Warranty or there is competent in-house maintenance facility for all equipments covered under this Section. The Warranty is also not applicable for Personal Computers with Sum Insured upto Rs.100,000/- (Rupees one lakh)

## SPECIAL PROVISIONS

### 1. SUM INSURED

Policy Wording: Jewellers Block Protector Insurance Policy  
UIN: IRDAN106P0005V01200203



It is a requirement under this Section of the Policy that the Sum Insured shall be equal to cost of replacement of Electronic Equipment as new of same kind, type and capacity including freight, dues and custom duties and also cost of dismantling and re-erection. It shall include the value of system software also.

## 2. **BASIS OF CLAIM SETTLEMENT**

If the insured equipment is Damaged, We will pay for expenses necessarily incurred to restore the damaged equipment to its former state of serviceability (Repair Basis) or pay the Market Value of the equipment if the cost of its repair exceeds or equals the Market Value of the equipment immediately before the Damage (Total Loss Basis) We will also pay the following to the extent these expenses have been included in the Sum Insured.

- i.) Cost of dismantling and re-erection for the purpose of repairs.
  - ii.) Ordinary freight to and from the repair shop.
  - iii.) Custom duties and other dues.
- a.) **Repair Basis:** - In Repair Basis settlement, the following points will be taken into account while setting the claims:
- i.) No deduction will be made for depreciation in respect of parts replaced except those with limited life.
  - ii.) If the repairs are executed at a workshop owned by You, We will pay the cost of materials and wages incurred for the purpose of repairs plus a reasonable percentage to cover overhead charges
  - iii.) The cost of any provisional repair will be borne by Us if such repairs constitute part of the final repairs and do not increase the total repair expense.
  - iv.) We will make payments only after being satisfied with necessary bills and documents that the repairs have been effected or replacement have taken place as the case may be.
  - v.) Value of salvage is to be taken into account for both Repair Basis and Total Loss Basis, in case of replacement of parts or Items.
- b.) **Total Loss Basis:** - In Total Loss Basis settlement, the following points will be taken into account while settling the claim.
- i.) Market Value of item to be calculated by deducting proper depreciation from the Replacement Value of item as new of same kind, type and capacity.
  - ii.) We may not insist for bills and documents in case You are unable to replace the Damaged equipment for any reason.
  - iii.) If the insured Items subject to total loss become obsolete, then all cost necessary to replace the Damaged item with a follow up model (similar type) of similar structure and configuration (of similar quality) i.e. low, average or high capacity will be reimbursed

## **SPECIAL CONDITIONS**

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### 1. **AVERAGE (UNDER-INSURANCE)**

If at the time of Damage, the Sum Insured is less than the amount required to be insured as described above, then We will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item, if more than one, shall be subject to this condition separately.

2. After giving Notice to Us as described under General Condition No. 5 , You may carry out the repair or replacement of any minor Damage not exceeding Rs. 2,500/- ( Rupees two thousand and five hundred) provided that carrying out of such repairs is without prejudice to any question of Our liability and that any Damaged part requiring replacement is kept for inspection by Us.

Further Our liability under this Section of the Policy in respect of any item sustaining Damage shall cease if the said item is kept in operation after a claim without being repaired to Our satisfaction or if temporary repairs are carried out without Our consent.

**SECTION 8**  
**NEON AND ILLUMINATED SIGN, HOARDINGS AND TRADE EQUIPMENTS (ALL RISK)**

**Property Insured**

Item-1: Neon and Illuminated Signs.

Item-2: Hoardings.

Item-3: Other Trade Equipments as specified in the Schedule.

belonging to You or for which You are responsible in connection with Your business.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will indemnify You against Damage by any cause not otherwise excluded hereafter to the property insured whilst on the premises for Items (1) and (2) and anywhere within the Geographical Limits specified under the Policy for Item (3).</p>	<p>We will not be liable for:</p> <ol style="list-style-type: none"> <li>1) <ol style="list-style-type: none"> <li>a) First Rs.1,000/- (Rupees one thousand) or 5% (five per cent) of the claim amount whichever is higher in respect of Damage to Hoarding.</li> <li>b) First Rs.500/- (Rupees five hundred) or 5% (five per cent) of the claim amount whichever is higher in respect of Damage to Neon and Illuminated Signs and Other Trade Equipments insured.</li> </ol> </li> <li>2) Damage:               <ol style="list-style-type: none"> <li>a) to property insured caused by its undergoing any heating process or any process involving the application of heat.</li> <li>b) due to theft or attempted theft by or in connivance with You or Your Family or employee.</li> <li>c) due to any person obtaining the property by deception.</li> <li>d) caused by or arising from                   <ol style="list-style-type: none"> <li>i) moth, insect, mildew, vermin, fungus, wear &amp; tear, depreciation or any gradually operating cause.</li> <li>ii) any process of dyeing, cleaning, washing, repairing or restoring to which the property is subjected.</li> <li>iii) mechanical or electrical breakdown or failure.</li> <li>iv) gradual deterioration, market depreciation, improper maintenance.</li> </ol> </li> <li>e) to electrical equipment by its short circuiting or overrunning .</li> </ol> </li> </ol>

- f) due to theft from any unattended vehicle except from car of fully enclosed saloon type having all its doors, windows and other openings securely locked and properly fastened.
- g) whilst being conveyed by any carrier under contract of affreightment.
- h) cost of remaking any film, disc, tape or the value of any information contained on it.

## SPECIAL PROVISIONS

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### 1. **Basis of Claim Settlement:**

In the event of Damage to property insured, We will pay the full cost of repair or replacement to a condition equal to but not better or more extensive than its condition when new, provided such cost has been incurred, otherwise a deduction will be made for wear and tear and depreciation.

### 2. **Average (Under-Insurance)**

If the property insured at the commencement of Damage by any insured peril be of greater Reinstatement Value than the Sum Insured, then You shall be considered as being Your own Insurer for the difference and shall bear a rateable proportion of the Damage accordingly. Each item, if more than one, is subject to this condition.

### 3. **Sum Insured**

It is a requirement under this Sub-Section that the Sum Insured shall be equal to the cost of replacement of the insured item by a new one of the same kind, type and capacity including custom duties, dues and freight and also cost of dismantling/erection as applicable.