

## **LIBERTY JEWELS INSURANCE POLICY**

### **PREAMBLE**

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

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

### **DEFINITIONS**

**1. Proposal**

It means any signed Proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to Company by Insured or on Insured's behalf.

**2. Policy**

It means the Policy wording, the Schedule and any applicable endorsement or memoranda. The Policy contains details of the extent of cover available to Insured, 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 Company in writing.

**5. Sum Insured**

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

**6. 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.

**7. Reinstatement Value**

It means cost of replacement of the insured property by a new property of same kind and same capacity.

**8. Damage/ Damaged**

It means loss or damage of the insured property.

**9. 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.

**10. Excess**

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

**11. Family**

It means Insured's spouse, children, parents and/ or other relatives normally living with Insured in Insured's Home.

**12. Home**

"It means private dwelling named in the Schedule used for domestic purposes either occupied as owner or tenant

**13. Money**

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

**14. Personal Effects**

It means articles excluding money, jewelry and valuables, which are normally worn, used or carried about by Insured or Insured's Family in everyday life.

**15. Documents**

It means and includes Patterns, Models, Moulds, Designs, Plans, Deeds, Printed Books and unused Stationary, Computer Systems, Records, Manuscripts any other documents including Securities and Stock Certificates.

**16. Unoccupied**

It means not lived in by Insured, Insured's Family, Insured's domestic employee or any other person authorised by Insured.

**17. Geographical Limits**

It means INDIAN territory, unless otherwise specified.

**18. Policy Period**

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

19. **"Fire"** means combustion which is accidental with respect to the insured, accompanied by visible flame or glow excluding destruction or damage caused to the property insured by its own fermentation, natural heating or spontaneous combustion, its undergoing any heating or drying process and burning of property insured by order of any Public Authority, including damage by fire initiated from such causes to the said property. However, ensuing damage by spread of fire to other property insured is payable provided such damage is not caused by peril otherwise excluded under the policy.

20. **"Lightning"** means Damage Directly caused by sudden electrostatic discharge during an electrical storm between electrically charged regions of a cloud

21. **"Explosion"** means Damage excluding loss, destruction of or damage

a. to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion,

b. caused by centrifugal forces.

22. **Riot, Strike and Malicious Damage:** Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

c. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

d. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.

e. Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

f. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

23. **"Burglary or Housebreaking"** means theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft.
24. **"Theft"** means the dishonest misappropriation of Insured's property with the intention of permanently depriving the Insured of the property by the person or persons other than the insured's employees or their representatives acting on behalf of the insured. (Theft is an optional cover under the policy and needs to be specifically opted for by payment of additional premium)
25. **"Robbery"** means the theft of contents at the insured premises using unforeseen, aggressive and violent means against the insured and / or their employees.
26. **"Hold-up"** means forcible removal by actual or threatened violence against the Insured or Employee(s) of the Insured.
27. **"Angadia"** is like a courier service for carrying goods within India working on a commission basis.
28. **"Employee(s)"** means, the category of employees named in the Schedule and/or persons who have entered into a contract of service with the Insured, but shall not include persons or persons within a category of employees whose employment is of a casual nature and/or who are employed other than for the purposes of the Business.
29. **"Third Party"** means Cutters, Brokers, Agents, Gold smith, Dealers, Job workers, Contractors, Sub-Contractors and other such entities including the employees of those entities
30. **"Exhibition"** means is an organized presentation and display of items, which may usually occur within museums, galleries and exhibition halls or designated ground and World's fairs.
31. **"Furniture, Fixtures and Fittings"** means movable **furniture, fixtures** or other equipment that have no permanent connection to the structure of a building or utilities.
32. **"Insured"** means the person or organization named in the Schedule.
33. **"Insured's Premises"** means the premises named in the Schedule from which the Insured operates his Business.
34. **"Intrinsic Value"** means reinstatement value of insured property or item less due allowance for betterment, wear and tear and/or depreciation
35. **"Safe"** means a strong cabinet within the Insured's Premises designed for the safe and secure storage of valuable items, and access to which is restricted. It is preferable to have this fixed to the wall or floor of the premises which will prevent the carrying away of the safe itself.
36. **"Plate Glass"** means completely and securely fixed flat glass within the Insured Premises (including Plate Glass of display / show windows of the Premises) and described in the Schedule excluding its glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing unless specifically described and declared for insurance.
37. **"Frames"** and **"Framework"** shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.
38. **"Accidental"** means a circumstance that is sudden, unexpected and unintentional damage not excluded under the policy.
39. **"Business"** means the business carried on at the Insured Premises as described in the Schedule.
40. **"Signage"** means advertising displays, hoardings, Glow signs, neon signs, LED signs, LCD signs, any digital signs, any sort of display intended to convey information and described in the schedule.
41. **"Occupational Disease"** means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees' Compensation Act. 1923 contracted by an Employee due to employment in the Business.
42. **"Wages"** means the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in

money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment.

**43. Portable equipment** is equipment that can easily be moved from one place to another while in operation.

## **SCOPE OF COVER**

### **SECTION I: PROPERTY AT THE INSURED'S PREMISES**

#### **(Mandatory Section)**

The property insured:

Diamond and gems including studded Jewellery, Gold or Silver ornaments or Plate, Pearls and Precious stones of any sort or kind whatsoever and/or other merchandise and material usual to the conduct of Insured's business, bank notes or scrip, whether the same be Insured's property or that entrusted to Insured/Insured's custody on sale or return or on approbation or for work to be done thereon or for safe custody or for any other purpose whatsoever.

The Perils insured against:

This Insurance insures against all risks of direct physical loss of or damage howsoever caused to the property described herein occurring during the period set out in the Schedule but subject always to the definitions, limitations, exclusions, terms, conditions and warranties of this Insurance.

### **SECTION II: PROPERTY OUTSIDE THE INSURED'S PREMISES**

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

Loss of or damage to Diamond and Gems including studded Jewellery, Gold or Silver ornaments or Plate, Pearls and Precious stones of any sort or kind whatsoever and/or other merchandise and material usual to the conduct to the insured's business, cash and currency notes, specified under Section II of the Schedule and carried / conveyed /distributed outside the specified premises set forth in the Schedule for the purpose of Insured's business against all risks of direct physical loss of or damage howsoever caused to property insured under items (i), (ii) and (iii) up to the limits as mentioned hereunder -

- i) Property insured excluding Money whilst in the custody of Director(s), Employee(s) including contract employee(s), Partner(s), Duly Constituted Attorney(s) and Consultant(s) and such other authorized persons of the Insured.
- ii) Property insured excluding Money whilst in the custody of Cutter(s), Broker(s), Agent(s), Gold smith(s), Dealer(s), Client(s), Job worker(s), Contractor(s), Sub-Contractor(s) and other such entities including the employee(s) of the above, whether or not in regular employment of the Insured.
- iii) Money directly relating to the Insured's business in the custody of Director(s) , Employee(s) including Contract Employee(s), Partner(s), Duly Constituted Attorney(s) and authorized person(s) of the Insured.

### **SECTION III: TRANSIT INSURANCE**

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

Loss of or damage to Diamond and Gems including studded Jewellery, Gold or Silver ornaments or Plate, Pearls and Precious stones of any sort or kind whatsoever and/or other merchandise and material usual to the conduct to the insured's business, cash and currency notes, whilst in transit within the

geographical area specified under Section III of the Schedule against all risks of direct physical loss of or damage howsoever caused.

Coverage under Section 3 of the policy is subject to the below mentioned clauses as far as applicable:-

1. INSTITUTE WAR CLAUSES (CARGO) (Amended)
2. INSTITUTE WAR CLAUSES (AIR CARGO) (Amended) (excluding sendings by Post)
3. INSTITUTE WAR CLAUSES (Sendings by Post) (Amended)
4. INSTITUTE STRIKES CLAUSES (CARGO)
5. INSTITUTE STRIKES CLAUSES (AIR CARGO)

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

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

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

This policy section insures against all risks of direct physical loss of or damage howsoever caused to the building, office furniture, fixtures, fittings and other property of the insured being used in connection with the Insured's business whilst contained in the premises stated in the schedule, including loss or damage in respect of Tenants' improvements and betterments and / or Signs where the insured's business is carried on

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

Company shall indemnify the Insured against a direct pecuniary loss sustained by reason of any act of fraud / dishonesty committed by the Employee/third party on or after the date of commencement of this Policy. During uninterrupted service of the Employee with the Insured and discovered fraud\ dishonesty during the continuance of this Policy or within twelve calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee within twelve calendar months of such death, dismissal or retirement whichever of these events shall first happen. In case of a third party the discovery of any act of fraud\ dishonesty discovered within policy period or dismissal of employment whichever has occurred first.

Provided always that;

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



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

**SECTION VII: PLATE GLASS**  
**(Applicable only if opted by the insured and shown on the schedule)**

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

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

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured for damage to any signage due to any fortuitous event not hereinafter excluded, any time during the Period of this Insurance and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or on the whole the Total Sum Insured hereby.

**SECTION IX: ELECTRONIC EQUIPMENT INSURANCE**

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

The Company hereby agrees with the Insured to indemnify any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby. This coverage shall apply to the Insured items only after successful completion of their Performance / acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

**Section X: PORTABLE EQUIPMENTS**

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

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

**Section XI: EMPLOYEE COMPENSATION**

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

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

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

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

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

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

**BASIS OF SUM INSURED**

<b>Section I: Property at the Insured's premises</b>	The Sum Insured under Section I, II & IV should represent the purchase invoice (cost price) of Diamond and gems including studded Jewellery, gold or silver ornaments or plate, pearls and
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<p><b>Section II:</b> Property outside the insured's premises</p> <p><b>Section IV:</b> Insured property during exhibition</p>	<p>precious stones of any sort or kind whatsoever and/or other merchandise and material used to conduct the insured's business plus any additional expense incurred on glazing, art work &amp;/ or finishing of Diamond &amp; Jewellery, freight &amp; duty paid but not exceeding 10% of the purchase invoice (cost price) and /or as specifically agreed in the policy schedule.</p> <p>The basis of sum insured for cash &amp; currency notes will be the maximum value at risk at any one point of time during the Policy Period.</p>
<p><b>Section III:</b> Transit insurance</p>	<p>The sum Insured under this Section should represent the <del>annual</del> Single carrying limit of transit.</p>
<p><b>Section V: Other property</b></p>	<p>The sum insured under this Section should represent the Reinstatement Value of the Property insured.</p>
<p><b>Section VI – A : Infidelity of employees</b></p>	<p>The policy limit under this Section shall be</p> <p>(a) the limit stated in the Schedule in respect of any employee against his name and / or designation as declared herein and / or</p> <p>(b) the any one incident limit and / or</p> <p>(c) the limit in respect of all claims under this Policy for the policy period</p>
<p><b>Section VI – B : Infidelity of Third Party</b></p>	<p>The policy limit under this Section shall be</p> <p>(d) the limit stated in the Schedule in respect of any third party against his name and / or designation as declared herein and / or</p> <p>(e) the any one incident limit and / or</p> <p>the limit in respect of all claims under this Policy for the policy period</p>
<p><b>Section VII: Plate glass</b></p>	<p>The Sum Insured under the Section would be the current market value (i.e. new replacement cost less depreciation).</p>
<p><b>Section VIII: Signage</b></p>	<p>The Sum Insured under the Section would be the current Market Value</p>
<p><b>Section IX: Electronic Equipment</b></p>	<p>The Sum Insured shall be equal to the cost of replacement of the insured Property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.</p> <p>The Sum Insured of the equipment insured under this section shall include the value of 'System Software'.</p>
<p><b>Section X: Portable Equipment</b></p>	<p>The Sum Insured under the Section would be the current market value (i.e. new replacement cost less depreciation).</p>
<p><b>Section XI: Employee Compensation</b></p>	<p>The Sum Insured under this section would be the limit of liability opted by the insured</p>

### **SECTION I: PROPERTY AT THE INSURED'S PREMISES**

The following terms, conditions, warranties and exclusions apply to Insured as assured, any of Insured's employee, agent or representative, or any person to whom stock may be entrusted for any purpose whatsoever.

#### **Exclusions:**

This Insurance does not insure against:



1. Loss or damage by theft or dishonesty or deception committed by any servant or traveller or messenger in Insured's exclusive employment or by any customer or broker or broker's customers in respect of property insured, entrusted or deposited for safe custody to them by Insured, Insured's servants or agents.
2. Loss or damage to property insured which may be sustained whilst the same is being worked upon and directly resulting therefrom.
3. Any loss or damage occasioned by or through or in consequence directly or indirectly by earthquake, volcanic eruption or other convulsions of nature (Unless specifically opted for on payment of additional premium & endorsed on the Policy)
4. Goods missing at stocktaking in respect of which no claim has been previously notified, unless the loss be proved by Insured to have been caused due to a peril covered by this Insurance.
5. Loss or damage to property insured whilst the same is being worn or used by Insured, any Principal, Director or Partner of Insured's business, members of their families, relatives or friends or whilst in their custody for this purpose.
6. Loss of or damage to property insured whilst at any Public Exhibition promoted or financially assisted by any Public Authority or by any Trade Association-unless specifically covered and an endorsement is attached to the effect.
7. Theft or disappearance of or from road vehicles of every description owned by or under Insured's control and/or of Insured's servants or agents or representatives when such vehicles are left unattended.
8. Loss or damage to goods transported by or intended for transport by Post, Rail, Air, Armored Car Service or Courier Service, from the time that such goods leave the Senders premises en route to the Post, Rail or Forwarding office.
9. Loss or damage to goods entrusted to Insured by private clients and/or customers solely for safe custody.
10. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
11. The value of or the cost of reconstructing computer system software or data.
12. Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause.  
Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.  
Any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:-
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
13. War and Civil War Exclusion Clause  
Notwithstanding anything to the contrary contained herein this Insurance does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
14. Terrorism Exclusion Clause  
Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this clause an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall fall upon You.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

15. Kimberley Process Exclusion Clause

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

If by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon Insured.

16. Institute Extended Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

17. Institute Chemical Bio-logical, Bio-chemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause.

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1 In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 any chemical, bio-logical, bio-chemical or electromagnetic weapon

1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

18. Loss or damage directly or indirectly caused by or resulting from delay, loss of market, loss of use or consequential loss.

19. Loss or damage directly or indirectly caused by or resulting from wear and tear, gradual deterioration, inherent vice, latent defect, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature, moth, vermin, insects, animals or insufficient or defective packing.

20. Loss of or damage to:

- i) Property or money not directly relating to Insured's business.
  - ii) Contraband or stolen property.
  - iii) Exterior glass and any lettering or ornamentation thereon including glass of outside showcases.
  - iv) Furniture, fixtures and fittings, equipment, machinery and tools.
21. Losses as a consequence of mysterious disappearance are excluded hereunder, unless otherwise included under Section 1 of the schedule.

**22. ELECTRONIC DATA ENDORSEMENT**

**1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

I. Fire

II. Explosion

**2. Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

**Conditions precedent:**

It is a condition precedent to the Our liability under this Insurance that:

1. If Insured make any claim knowing the same to be false or fraudulent, as regards the amount or otherwise, this Insurance shall become void and all claims hereunder shall be forfeited.
2. Insured shall:
  - (i) Maintain and keep detailed records of all: -  
Purchases, sales and other related transactions including purchases and sales invoices; customers goods and goods of others in the jewelry trade; stock away from the premises, which shall be listed separately;
  - (ii) Maintain and keep all jewelers' memoranda and consignment agreements;
  - (iii) Take and record dated physical count inventories at not more than 12 (twelve) month intervals.

The records and documents required above shall be kept and maintained so that the Underwriters and/or their designated representatives can accurately determine there from for each item, ownership, acquisition date, Insured's cost price, the sale price and date of sale, the estimated value of customer goods, the value of goods of others in the jewelry trade and the exact amount of any loss or damage without reference to Insured's personal knowledge or of others and without reference to accounting calculations based upon information or materials other than a combination of the records required above.

3. a) The premises containing the property insured are fitted with a burglar alarm as informed to Company at inception of this insurance, and that no withdrawal, alteration or variation of the system, or any structural alteration which might effect the system shall be made without Company's consent.  
b) The burglar alarm system and all locks and padlocks shall have been put into full and effective operation at all times when your premises are left unattended.  
c) The burglar alarm system shall have been maintained in good order throughout the currency of this Insurance under a maintenance contract with the installing company or other approved security company.  
d) Such protections and/or safe guards which may be referred to in the written proposal and declarations as being in force shall not be withdrawn or varied to the detriment to Company's interest, as the Insurers, without Company consent and immediate advice shall be given to Company of any notice of withdrawal of police or other security force / protection safeguards in place.  
e) All keys and duplicate keys capable of operating the alarm (if any) and all keys and duplicate keys of Safes and Strong Rooms are removed from the premises when the said premises are left unattended.  
f) Immediate advice be given to Company of any notice of withdrawal of police or any other security force or protections.  
a), b), c) only to apply where alarm(s) are installed.
4. In the event of any loss of or damage to the property insured or occurrence which may give rise to a claim under this Insurance, Insured shall: -
  - a) Report any loss or damage immediately to the police and any other appropriate law enforcement authorities.
  - b) Give immediate written notice to Company or Company's agents who acts as Company's designated representative.
  - c) Protect the property from further loss or damage.
5. In the event of any claim being reported under this Insurance for loss of or damage to the property insured, Insured shall:
  - a) Furnish to the Company and/or Company's designated representatives within 10 (ten) days the information a complete list and description of each item lost or damaged and for each such item, Insured's cost price for the item, the lowest amount stated in Your

- inventories, records or listings as set out in Condition precedent to above, the actual cash value at the time of the loss or damage and the amount of loss or damage claimed.
- b) Within sixty (60) days after the loss or damage (unless such time is extended in writing by Company), file with Company a proof of loss signed and sworn to by Insured, stating Insured's knowledge and belief as to the following:
- i) the date, time, place and cause of the loss or damage;
  - ii) Insured's interest and that of all others in the property, the subject of the loss or damage;
  - iii) a complete list and description of each item lost or damaged and for each item,
    - (a) Insured's cost price for the item,
    - (b) the lowest amount stated in Your inventories, records or listings as set out in Condition Precedent to above,
    - (c) the actual cash value at the time of the loss or damage
    - (d) the amount of loss or damage claimed;
  - (iv) all other contracts of insurance, whether valid or not, covering any of the property lost or damaged with copies of all such insurance contracts attached; and
  - (v) the total amount claimed net of deductible.
- c) Provide Company or Company's authorized / designated representatives with any other information, documents, papers and statements under oath which may be required and co-operate fully in all aspects of the investigation and adjustment of the claim.

### **General Conditions**

1. **Personal Conveyance Clause:**  
This Insurance only covers the property insured in transit when in the "close personal custody and control" of an individual designated in this Insurance and subject to the individual limitations as specified in the schedule attached. For the purposes of this clause "close personal custody and control" means that the property insured shall be held by, or attached to, or within sight and not more than arms length reach of the designated individual at all times whilst in transit, subject to the Hotel / Motel Clause. A negligent or voluntary relinquishment of "close personal custody and control", over the property insured by the designated individual will not constitute a loss for the purposes of recovery hereunder, and will result in an immediate cessation of coverage, subject to the 'Hotel / Motel' Clause. Losses due to the infidelity of the designated individual are excluded.
2. **Hotel/ Motel Clause**  
In respect of stay risks, this Insurance only covers the Property insured when in the hand or sight of the Insured and/or Insured's Employee(s) and/or representative(s) or when deposited in either bank safe deposit vault or in the safe of a Hotel or Motel and/or whilst in custody of customs. For the purpose of this clause, coverage in respect of a safe in a Hotel/ Motel room will be operative only when the room is occupied or the insured Property is contained in a safe and/or vault. This insurance excludes loss of or damage to the insured Property from unattended Hotel/Motel rooms.
3. **Storage at Residence Clause**  
It is agreed and understood between parties that whenever the Insured and/or Insured's representatives take any insured goods home, these goods have to remain under the personal and permanent supervision of an adult person unless locked in a safe at private dwelling house.
4. The Insurer shall not be bound by any assignment of this Insurance without prior consent.
5. No notice to, or knowledge possessed by any person or entity shall bind Company or be held to affect a waiver or change in any part of this Insurance.



6. In case of loss of or damage to property of others entrusted or delivered to Insured for which claim is made hereunder.
  - (a) Company shall have the right, at Company's sole option to adjust such loss or damage with:
    - i) the owners of the property, or
    - ii) with Insured, wherein Insured will assume all responsibility to the owner of the property and release the Company, in writing, of all responsibility to the owner.
  - (b) Insured agree that:
    - i) The signature of the owner of the property on a release or receipt as required by Company in satisfaction of settlement by Company shall fully satisfy any claim by Insured for the loss of or damage to property of others;
    - ii) Should Insured receive payment from Company for loss of or damage to property of others, Insured will release Insurer of any responsibility to the owner of the property and hold Insurer harmless from any claims brought by the owner.
  - c) The owners of such property are not insured or assureds under this Insurance nor are they intended beneficiaries of this Insurance. This Insurance is only for Insured's benefit and this Condition 6 only refers to Insured's risk for loss of or damage to property of others.
7. In the event that any legal proceedings are taken to enforce a claim against Insured in respect of any loss of or damage to the property of others which is insured under this Insurance, Company reserve the right at Insurer sole option, without expense to Insured to conduct and control the defense on behalf of and in Insured name. No such action by Company shall increase Insurer liability under this Insurance nor increase the limits of liability specified in the Schedule
8. This Insurance does not cover, except as to Insured's legal liability, any claim for loss or damage which at the date and time of such loss or damage is insured or would but for the existence of this Insurance, be insured by any other existing policy or policies whether such insurance is in Insured name or of any other party. However, should the claim for loss or damage have been payable under the terms of such other insurance in the absence of this Insurance, for an amount less than would have been recoverable under this Insurance, then subject to its limits, terms and conditions this Insurance will pay only that amount of the loss in excess of the loss that should have been payable under such other policy or policies.
9. In no event shall any claim be paid or made good if Insured have collected the same from others.
10. In case of any damage of any kind whatsoever, it shall be lawful and necessary for Insured, Insured factors, servants or assigns to sue, labour and travel for, in and about the defense, safeguard and recovery of the property insured or any part thereof without prejudice to this Insurance or waiver of Insured rights hereunder. No act or acts by Insured, by Insurer or our representatives in recovering, saving or preserving the property insured in case of loss or damage shall be considered a waiver or an acceptance of abandonment. Any expenses so incurred shall be borne by Insured and Insurer in proportion to their respective interests.
11. No individual shall be a beneficiary under this Insurance, except insofar as the individual is an owner, director, officer or partner of Insured's business named in the proposal form and while acting in a capacity as such.
12. This Insurance shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.
13. There shall be no abandonment to Insurer of any of the property insured.
14. In case of loss or damage it is understood and agreed that should Insured acquire any right of action against any party for loss of or damage to the property insured, Insured will assign and transfer such right of action to Insurer and execute and deliver the customary form of Subrogation Agreement or Discharge Voucher (loan receipt) and will assign to and subrogate to

Insurer, or will hold in trust for Insurer, all rights and demands of every kind, respecting the same, to the extent of the amount paid or advanced, and will permit suit to be brought in Insured name at Insurer expense. You agree to co-operate fully in the prosecution of any such suit and will appear in court or otherwise at the Insurer demand and at Insured request appoint Insurer as Insured's attorney in fact for the purpose of pursuing any right of recovery.

15. In the event of any salvage, subrogation or other recovery on a loss that has been paid hereunder, such salvage, subrogation or other recovery shall accrue entirely to Insurer benefit until the sum paid by us has been fully recovered. Any sums recovered by Insurer over and above the amounts paid hereunder shall be paid to Insured as soon as practicable less Insured pro rata share of the cost of recovery until the Assured has been made whole.
16. **Due Diligence**  
The Insured shall use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any loss under this Policy.
17. **Reasonable Care**  
a. The Insured shall take all reasonable precautions for the safety of the Property as regards selection and supervision of Employees, securing all doors and windows and other means of entrance or exit otherwise and shall not withdraw or vary the protection and/or safeguards as are referred to in the proposal form to the detriment of the interest of the Company without its consent.  
b. If the value of Property at any place were in excess of Rs. 1 Lacs, the same should be stored overnight or during non-business hours in a burglar proof safe.
18. **Jurisdiction Clause**  
This insurance shall be governed by the Indian Law and Competent Court in India shall have jurisdiction in any dispute arising hereunder.

### **EXCLUSIONS (APPLICABLE TO ALL SECTIONS EXCEPT SECTION I)**

1. War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil, war, rebellion, revolution, insurrection, military or usurped power, martial law.
2. Loss or damage arising from detention, confiscation, nationalization, requisition, occupation or willful destruction by or under the order of the Government or any public or local authority.
3. Any liability of whatsoever nature, directly or indirectly, caused by or contributed to by or arising from ionizing, radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material or any source whatsoever.
4. Losses resulting wholly or partially from any negligent act or omission of the Insured or its agents
5. Loss of or damage under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.
6. The Company shall not be liable in respect of losses arising elsewhere than in India, unless agreed in advance by the Company and consideration being paid.
7. Any consequential losses of any kind by way of loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, increased cost of working, delay, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends)
8. Legal liability of any kind
9. Any fact or matter or circumstance of which the Insured was, or ought reasonably to have been, aware at the commencement of the Policy Period.
10. Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated

11. Under any of the following circumstances the insurance ceases to attach unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :
  - a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
  - b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
  - c) If the interest in the property passes from the insured otherwise than by will or operation of law.
  - d) Any such action of the insured, which increases the risk exposure.

12. For interest and/or penalty imposed on the Insured under any law or otherwise.

13. **Terrorism Damage Exclusion Warranty**

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

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

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

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

The Company shall not be liable in respect of:

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

4. Loss of and/or damage to the Property insured whilst the same is being worn or used by the Insured or any director or partner of the Insured or their spouses, member of their families, relatives or friends or whilst in their custody for this purpose.
5. Loss of and/or to the Property hereby insured whilst any public exhibition whether promoted or financially assisted by any Public Authority or by any Trade Association or otherwise unless specifically opted by the insured and covered by payment of additional premium.
6. Theft or disappearance of Property hereby insured from road vehicles of every description owned or hired by or under the control of the Insured and/or Insured's directors, partners, servants, agents or authorized representatives where such vehicles are left unoccupied/unattended.
7. Loss or damage occasioned by loot, sack, spillage or pilferage.
8. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
9. Loss or damage caused by or arising from depreciation, gradual deterioration, wear and tear, moth, vermin and mildew.
10. Loss or damage to any items of glass, crockery, porcelain, chinaware and other articles of brittle or fragile nature unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
11. Loss or damage occasioned by theft or dishonesty or any attempt thereat committed by or where such loss or damage has been expedited or in any way sustained or brought about by
  - a) any of the Insured's family members or directors
  - b) any servant or traveler or messenger in the exclusive employment of the Insured.
  - c) any customer or broker or broker's customer or angadia, cutter or goldsmith in respect of the Property hereby insured entrusted to them by the Insured and/or Insured's servants or agents.
12. (a) Loss or damage occurring whilst in transit in India or ultimate destination outside the Geographical area stated in the Schedule  
(b) Loss or damage to Property hereby insured intended for export from the time such Property leaves the Insured's premises in the ordinary course of process for transit and during transit for delivery to customs or carrier or post office other than Deemed Export from Insured's Premises to Customs Office (within India)  
(c) Loss or damage to Property imported whilst in transit from the time delivery is taken from the post office or the carrier or customs as the case may be until delivered at the Insured's Premises.
13. Any loss following use of the key to the Safe or in built locker as applicable or any duplicate thereof belonging to the Insured or person in whose custody the insured Property is, unless such key has been obtained by threat or by violence.
14. Loss or damage to Property insured whilst in window display at night or whilst kept out of Safe after business hours.
15. Any loss or damage occasioned by or through or in consequence directly or indirectly by earthquake, volcanic eruption or other convulsions of nature. (Unless specifically opted for on payment of additional premium)
16. Kimberly Process Exclusion Clause  
This insurance excludes any loss, damage, cost or expense of whatsoever nature directly or indirectly arising from confiscation or seizure as a result of non-compliance with, or any breach of the requirements of the Kimberley Process Certification Scheme.

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

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

### **EXCLUSIONS APPLICABLE TO SECTION V**

The Company shall not be liable in respect of:

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

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

4. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operations caused by the operation of any of the perils covered.
5. Loss by theft during or after the occurrence of any insured peril except as provided under riot, strike and malicious damage cover.
6. Any loss or damage occasioned by or through or in consequence directly or indirectly by earthquake, volcanic eruption or other convulsions of nature.
7. Gold or Silver articles, watches, any precious metals, articles made from any precious metals, jewellery, precious stones, medals, coins, stamp collections, coin collections, curios, sculptures, manuscripts, rare books or documents of any kind.
8. Deeds, bonds, bills of exchange, treasury or promissory notes, bank notes, money or securities for money, ATM cards, credit cards, charge cards, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps, plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
9. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any



of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.

10. Loss or damage caused by or arising from depreciation, gradual deterioration, wear and tear, moth, vermin and mildew.
11. Loss or damage occasioned by loot, sack, spillage or pilferage.
12. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.

#### **EXCLUSIONS APPLICABLE TO SECTION VI**

The Company shall not be liable in respect of:

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

#### **EXCLUSIONS APPLICABLE TO SECTION VII**

The Company shall not be liable in respect of:

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

#### **EXCLUSIONS APPLICABLE TO SECTION VIII**

The Company shall not be liable in respect of:

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

#### **EXCLUSIONS APPLICABLE TO SECTION IX**

The Company shall not be liable in respect of:

1. Loss and / or damage due to cessation of work whether total or partial. Cost Incurred/time involved in the movement of machinery and/or any other property and / or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged. Loss and / or damage due to derangement of the Insured Property not accompanied by damage otherwise covered by this Policy. Loss and / or damage due to the Property covered under this Policy falling under the terms of the maintenance agreement.
2. Loss and / or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at Sonic or Supersonic speeds.
3. Loss and / or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the Company or not;
4. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
5. Any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
6. Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;
7. Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
8. Loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
9. Aesthetic defects, such as scratches on painted polished or enameled surfaces.
10. Loss and or damage to application software, unless agreed in advance and mentioned in the Policy.

#### **EXCLUSIONS APPLICABLE TO SECTION X**

The Company shall not be liable in respect of:

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

#### **EXCLUSIONS APPLICABLE TO SECTION XI**

The Company shall not cover liability of the Insured:

For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

1. Accident occurring at any other place than the Place or Places of Employment specified in the Schedule, unless the Employee was at such other place whilst on duty for the purpose of the Business and on the directions of the Insured or any of its official authorized to exercise control and supervision over the Employee.
2. For Occupational Diseases contracted by an Employee
3. Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee
4. For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Schedule
5. For Injury sustained by person whilst in the employ of the Insured otherwise than in the Business and/or who has is not declared for insurance under this Policy.
6. Assumed by agreement which would not have attached in the absence of such agreement
7. For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
8. For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
9. For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

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

1. This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it may appear.
2. **Due Observance**  
The due observance and fulfillment of the terms, provision conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.
3. The Company shall not be liable to make any payment under this Policy in respect of any loss or damage if discovery thereof be not made within 15 days of the happening of the same.
4. In case of any loss or damage of any kind whatsoever, it shall be lawful for the Insured, or Insured's factors, servants or assignees to make all efforts for the defense, safeguard and recovery of the aforesaid subject matter of this insurance or any part thereof without prejudice to this insurance or waiver of the Insured's rights hereunder.

#### **5. Reasonable Care**

- a. The Insured shall take all reasonable precautions for the safety of the Property as regards selection and supervision of Employees, securing all doors and windows and other means of entrance or exit otherwise and shall not withdraw or vary the protection and/or safeguards as are referred to in the proposal form to the detriment of the interest of the Company without its consent.
- b. If the value of Property at any place were in excess of Rs. 1 Lacs, the same should be stored overnight or during non-business hours in a burglar proof safe.

**6. Record Keeping**

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

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

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

**7. Entrustment**

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

**8. Jangad Slip**

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

**9. Personal Conveyance Clause**

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

**10. Hotel/ Motel Clause**

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

**11. Storage at Residence Clause**

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

**12. Subrogation**

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

**13. Occupation of premises:**

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

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

No property may be abandoned to the Company.

**14. Condition of Average**

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

If the Property covered hereby on all specified premises shall at the time loss or damage by any perils hereby insured against, be collectively of greater value than the Sum Insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a retable share loss or damage accordingly.

**Applicable in respect of Section XI of this Policy -**

- i. a) If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident.
- b) If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual wages paid during such period to determine applicability of this clause.
- c) If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee



/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.

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

**General Conditions applicable to all Sections:**

**1. Maintenance of Keys Clause**

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

**2. Pair or Sets Clause**

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

**3. Mis-representation/ Mis-description/ Non-Disclosure**

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

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

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

**4. Duties and Obligations on Occurrence of An Insured Event**

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

- a. The Insured shall immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report to the Company within 24 hours and take all practicable steps to discover the guilty person or persons and to recover the Property lost or stolen and to prosecute and obtain the conviction of such person or persons for the offence.
- b. The Insured shall deliver to the Company within fourteen days from the date on which the event shall have come to his knowledge a detailed statement in writing of the loss or damage with an estimate of the actual value of such articles lost and the amount of the damage sustained.
- c. The Insured shall permit the authorized representatives of the Company to examine the premises and books of accounts and shall furnish all explanation voucher proof of ownership and other evidence to substantiate the claim and the Company may if deemed necessary require corroborative evidence of the statements of the Insured or of any member of Insured's family or Insured's Employees in support of any claim.
- d. The Insured shall take all practicable steps to trace and recover the Property and in the event of theft or damage (direct or indirect) to discover the person by whom the

Property was stolen or damage and to prosecute and obtain the conviction of such person for offence and trace and recover any Property stolen.

**5. Basis of Loss Settlement**

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

**6. Maintenance of Sum Insured**

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

**7. Fraud**

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

**8. Periods and End of Insurance**

1. This Insurance may be cancelled at any time at the request of the Assured in writing to Insurer and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining the customary short rate premium as per Table of refund attached:

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

2. The Company may cancel this Policy by sending fifteen days written notice to the Insured at his last known address and in such event, will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force. Under normal circumstances, the Policy will not be cancelled except for reasons of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the Insured.

The Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period Policy has been in force. However, no refund of premium shall be due on cancellation if the Insured has made a claim under this Policy.

3. In the event that coverage hereunder includes Strikes, Riots and Civil Commotions such coverage shall be subject to 7 days notice of cancellation by Underwriters and 48 hours notice in respect of any sendings to / from the U.S.A.

#### **9. Arbitration**

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

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

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

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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

#### **10. Notifications and Declarations**

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

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

#### **11. Renewal**

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

#### **12. Entire Contract**

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

#### **13. Governing Law**

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

#### **14. Territorial Limits**

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

**15. Jurisdiction:**

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

**16. Claim Settlement:**

~~The company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2017.~~

**17. Claim Settlement Process**

i. Upon the happening of any event giving rise to a claim, the insured shall within 24 hours contact the Company and intimate the claim.

ii. While intimating the claim, the insured shall be required to furnish all the requisite information, such as:

- a) Name of the Insured
- b) The Insured's contact details
- c) Policy Number
- d) Date and Time of loss
- e) Location of Loss

iii. In event of a claim arising under this Policy, the Insured shall arrange for submission of the following documents to the Company with in 7 days of the occurrence of loss:

- a) Duly completed claim form signed by the insured, detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and;
- b) Fire Brigade Report in case of Fire
- c) Police report (FIR) for Theft and Burglary Claims
- d) Police Final Investigation Report for Theft and Burglary Claims
- e) Bills and invoices, valuation reports etc required to support and substantiate the claim amount
- f) NEFT details & cancelled cheque
- g) Any other document deemed necessary to establish the loss or its quantum depending upon the nature of claim.

iv. On receipt of all the required information along with the claim form, the company shall appoint a surveyor for assessing the loss/ claim within 72 hours of the receipt of intimation from the Insured. The Insured shall allow the surveyor to inspect the lost/ damaged properties/ goods.

The Insured shall assist and not hinder or prevent the surveyor in pursuance of his/ her duties. The Insured shall not abandon the insured property/ items in the premises, nor take any step to rectify/ remedy the damage before the same has been approved by the Company or the Surveyor. The insured shall within 30 days of the occurrence of the loss to the building, intimate to the insurance company his intention to either reconstruct the building or opt not to do so.

v. The surveyor shall communicate his/ her report to the Company within 30 days of his/ her appointment.

vi. If the Company, on the receipt of a survey report, finds that it is incomplete in any respect, the Company shall require the surveyor, under intimation to the Insured, to furnish an additional report on certain specific issues as may be required. Such a request may be made by the Company within 15 days of the receipt of the original survey report.

vii. The surveyor on receipt of this communication shall furnish an additional report within three weeks of the date of receipt of communication from the Company.

viii. On receipt of the survey report or the additional survey report, as the case may be, the Company shall within a period of 30 days offer a settlement of the claim to the Insured. If the Company, for any reasons to be recorded writing and communicated to Insured, decides to reject a claim under the Policy, it shall do so within a period of 30 days from the receipt of the survey report or the additional survey report, as the case may be.

ix. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, we shall offer within a period of 30 days a settlement of the claim to the insured. Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the insured/claimant by insurer till the date of actual payment.

x. If the insurer, for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to the insured in writing within 30 days of the receipt of documents. The insured may take recourse to the Grievance Redressal Procedure.

#### **18. Contribution**

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

#### **19. Grievance Redressal Procedure:**

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

##### **Step 1**

**Call us** on Toll free number: **1800-266-5844**

##### **Step 2**

If our response or resolution does not meet



(8:00 AM to 8:00 PM, 7 days of the week)

or

**Email us at:** [care@libertyinsurance.in](mailto:care@libertyinsurance.in)

or

**Write to us at:**

**Customer Service**

**Liberty General Insurance Limited**

10<sup>th</sup> Floor, Tower A, Peninsula Business Park,  
 Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013

your expectations, you can escalate at  
[Manager@libertyinsurance.in](mailto:Manager@libertyinsurance.in)

### Step 3

If you are still not satisfied with the resolution provided, you can further escalate at  
[Servicehead@libertyinsurance.in](mailto:Servicehead@libertyinsurance.in)

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

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

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU – Smt. Neerja Shah</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.
<b>BHOPAL – Shri Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202. Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh Chattisgarh.
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman,	Orissa

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	
<b>CHANDIGARH – Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
<b>CHENNAI – Shri. M. Vasantha Krishna</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 2323481/23213504 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	Delhi.
<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam – 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<b>GUWAHATI – Shri Kiriti. B. Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD – Shri L Suresh Babu</b>	Andhra Pradesh,

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	Telangana, Yanam and part of Territory of Pondicherry.
<b>JAIPUR – Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>	Rajasthan.
<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI – Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
Tel.: 022 - 26106552 / 26106960. Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>	
<b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>PATNA</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>	Bihar, Jharkhand.
<b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

**EXECUTIVE COUNCIL OF INSURERS,**

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

Tel: 022 – 26106889 / 671 / 980. Fax: 022 – 26106949

 Email: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

Shri M.M.L. Verma, Secretary General

Smt Moushumi Mukherji, Secretary

For updated details of Insurance Ombudsman Offices you may visit Office of the Executive Council of Insurers website at <http://ecoi.co.in/ombudsman.html> or our website at <https://www.libertyinsurance.in/customer-support/grievance-redressal>